G. R. S. 58]

Previous references.

1898-99
~~19~~
(Sep. Revenue)

File No. 20f-98.

Serial Nos. 1—17

Later references.

S. R. file 179 f 1900-01

169

GENERAL AND REVENUE SECRETARIAT

Serial Nos. 1—17

Major ~~Part B~~ for *March 99.*

SUBJECT.

Appeal of B. C. Rudrappa, Chetty and B. Narayendappa Chetty, Toddy Contractors, Bangalore city, for the year 1898-99.

Sl 1. From B. Chick Rudrappa, & B Narayendappa,
Petition Register No 943, Dated, 15-11-98.
Submit Petition praying that immediate orders may be passed to save them from loss, or if not to accept the petition as their Rajinama, or that if Govt are of opinion that the Contract should be worked up by the Petitioners, begging that a percentage on the actual sale may be allowed them ~~from~~ till the time of their Contract is over.

Endorsed
Mr. K. Lowe

GPB—5,000—22-10-16

Sl 2 * To the Excise Comm's Pet 460 Q-29-11-98.
Forwards Petition no 943 for disposal.

83. from B. C Rudrappa, & B Ranganappa [illegible]
Bangalore city — Petition Register No 1231 & 19-1-99.
Submit petition praying that Govt- may order the Dy Comm to stay further proceedings & Cancel the Contract, to make arrangements for the resale of Toddy for the remaining term & accept- the deposit of Rs 1500/- in Satisfaction of the dues for August-, and that the rest of the arrears may be remitted.

84. to the Excise Commr in Mysore
No 4971/9x262 & 23/1/99.
Forwards the above petition for report- with reference to, upon the several allegations made therein, and to request that the sale of the petitioner property said to have been attached, pending the disposal of this present appeal.

85. from Ram Putta Chetty, Security to B.C. Rudrappa Chetty, & Ranganappa Chetty, Toddy Contractors
Bangalore city.
Petition Register No 1279, & 30-1-99.
Submits petitions stating reasons for the non sustaining and requesting to give the Contract to them, and praying that equitable orders may be passed.

86. from the Excise Commr No [illegible]/23 & 31/30 Jan 99
States that the Dy Comr, Bangalore dist, reports in his docket No A 109, dated 27th Inst. that Rudrappa Chetty and his brother Ranganappa Chetty, the Licensees of the Bangalore city Toddy Shops for the current year having become defaulters, the Shops have been resold, for the remaining 5 months of the year, for Rs 3000/- to Y. Chick Basappa

8l 7 To the Excise Comr, Let-626 R- 1-2-99.
Forwards for disposal telegram petition R- 28/1/99, from M. Rambhattat Co

8l 8. To the Excise Comr in Mysore
Let-634 R- 6-2-99
Forwards for disposal petition No 1279 D/30-1-99 from Vam Puttappa Chetty, Security for B. Vam-jund appa Chetty & B. Rudrappa, Chetty Toddy Contractors Bangalore city

8l 9 From Rambhattat Co.
Petition Regte No 1322 R- 6-2-99.
Submits petition stating that they had appealed against the Endorsement of the Dy Comr, about the private sale of the Toddy farms of the Bangalore city and the five shops adjoining it on the 30th Jan 99 and that as the Dy Comrs Endorsement could not be had when the appeal petition could be produced they have submitted the same in original now.

8l 10 From Rambhattat Co, Guaranteed Brokers to the Mysore Mills Petition Regte No 1329 R. 8-2-99
Submit appeal against the endorsement of the Dy Comr, Bangalore Dist, declining to grant to the Petitioners, the Bangalore city Toddy Contract for Rs 7000/- per annum praying that the Contract for Rs 6000/- may be cancelled and a resale ordered as the petitioners are prepared to bid outright at the resale

8l 11. From [illegible] Rudrappa Chetty & Vanjund appa Chetty through William J Hayes, Advocate.
Petition Regte No 1348. R- 9-2-99.
Submit Petition praying that the arrears of the Toddy Contract of the Bangalore city taken up by the petitioners may be remitted and that a resale of the Contract for the remaining five years may be held or that the Society Puttappa Chetty may be allowed to work out the Contract for the remaining five months at the rate of Rs 1500/- per annum

8492. x To the Excise Comr No 5561/Ex 230. Dy 13/2/99.

Requests that necessary early report with records may be obtained from the Dy Comr, on the allegations made by the defaulting lessees & that the same may be submitted for the orders of Govt together with the information as to whether the resale was a transaction conducted otherwise than by Public Auction and if so why such procedure was adopted.

8493. From the Excise Comr No 5581/260, Dy 22/27 Feb 99

Reports on the petitions of Rudrappa Chetty and Narayandappa Chetty late Toddy lessees of the Bangalore city Shops for the year 1898-99, applying for remission.

8494, To the Excise Comr } Nos 6286-7/Ex 246.
The Camp Collr } Dy 7/3/99.

Passes orders on the appeal petition of B. C. Rudrappa Chetty and B. Narayandappa & C.

8495 To B. C Rudrappa, & B. Narayandappa.
Defaulting Toddy Contractors, Bangalore city
No 6288/Ex 247 Dy 7-3-99.

Passes order that the petitioners have no real ground for grievances, & hence there is no reason for interference.

8496. To Ram Puttappa Chetty, Surety to B. C Rudrappa & B. Narayandappa No 6289/Ex 248 Dy 7-3-99

Informs him that as the Shops have been disposed of by the Local Authorities the Govt see no Cause for interference.

8497 To Ramchatta & Co, Guaranteed brokers to the Mysore Mills & Co No 6290/Ex 249 Dy 7-3-99.

Informs him that Local Authorities have disposed of the Shops in question, the Govt has no cause for interference.

M K Jones

IN 20/98.

Notes.

Dewans note on Petition no 1231 from B. C Rudrappa Chetty & B Ramyundappa Chetty Toddy Contractors

"Please send this Petition with the Excise Commr's report for a report with records upon the Revisal Allegation made therein"

Ask that the Sale be stayed pending the disposal of the Appeal, And that it is understood that Sufficient Security has been taken for the production of the property attached (moveable) ~~hereafter required~~ Continued

Ord. page 3 of this file dt 3.

MB

2)

6

Ex 03
Dom.
23/1/99

S.R file 2 of 98

Sales & Leases

A petition dated 12/10/98 was received from the Petitioners on 15-11-98 & was forwarded by the Excise Comm. for disposal.

Another petition was received on the 19th January 1899 & was at once sent to the Excise Comm. for report. The sale of the attached property was ordered thereafter pending the disposal of the petition.

The only report received from the Excise Comm was No 4856 dt the 28th January 1899 ~~report~~ a revaluation to Octr 98 but it had no reference to the Govt order calling for a report.

The report called for is awaited. The Dy Comm has evidently taken action under para 7 of the Notification of 27-4-98.

10/12/99.

Sub

Divn desired that the Excise Comm & the D.C. may be called upon to report - The allegations have been that the sales have been forced & that

the knowledge of purchasers

12/2/99

23/1/99

Dear Mr Thyagaraja Iyer,

The sale referred to is intended to be held on the 28th ~~Jan~~ Inst. The sale notice has not however been issued as yet. A week's interval will be allowed between the notice & the sale.

Yours Sincerely
V Balasundaram Iyer

V. R. Thyagaraja Iyer Esq

Subd
23/1/99.

Send me the petition
Examine the papers
as soon as you
get it
21-2-99

X

3

I have carefully studied the reports of the Recvr Court & the Dy's Court, and am of opinion that Pet's have no real Grievance ~~The Pet's have failed to carry out their Contract for the Commencement~~ letters & the allegation that Pet's ~~and~~ failure to carry out their Contract was due to the Plague is not well founded and cannot be accepted

Their default commenced long before the outbreak of the Plague: ~~but~~ could have had any perceptible Effect upon Ewd's Sales of the Bangalore City & Subrbs

The default of Pet's was due to mismanagement and they have no claim of any kind to any remission in ~~Entitled to any remission~~ amount payable by them of the ~~dues recoverable~~ from them

As a matter of grace the Govt may however abstain from recovering from them the loss due to Govt by the resale both under rent & tree tax

But Pet's must pay at once Rs 11 11 7 - 5 - 6 as per particulars in para 3 of Dy's Court's letter No 127 dd 17 Feb 99 - If not paid by them the Dy Commissioner to recover the dues in due process of law

The Pet's have no right to complain of the re-sale nor have previously advertized as they are not under responsibility for loss by such resale as the local authorities vested in them & the Govt after due Consideration all circs see no cause for any interference with the arrangement made by the Dy Coll for the ensuing months of the Current year -

2 - 3 - 99

To Rev Sec (Excise) 4/3/99

Recd 4/3/99

Recd 3/3/99

Loss by rents 5 | 4666.10.
933.

Quit Contract 600
" 5 mos. 1533

Rents
Contract
Cancelled £15-13,000
Contract £ Rs
Salaries 5400

12 | 18400
1533.5.4
600
933.5.4
5.
4666.10.8

Loss per months.

Loss by rents for 5 months.

upon decay with the decora

Please have this
ruled to the Revenue a
early as possible. The
may perhaps wish t
que the defaulting c
-tractors or their -
-call a hearing.

Rudraloka chelly
was a defaulter
in 1897-98, but in a
matter for request-
the lease was again
given to him and h
brother in 1898-99. H
in litigation a pity the
the lease was not
Cancelled as soon
as the first default
took place in 1896/9
Lastly there was no
public re-sale. S
however seems to ha
been taken to secu
the most favourable
terms possible. The
Petn cannot seem
to have any real
grievance.

1/3/99

No. 12

L Brief ups Cons 21

10

WILLIAM HAYES
BARRISTER AT LAW

Chambers Residency Road.
Bangalore. 8th Feby 1899

C. Srikanteswara Iyer Esq BA., B.L.,
Secretary to H. E. The Dewan
of Mysore
Bangalore

Dear Sir,

Re B.C. Ambapathy Chetty and another

I yesterday submitted an application in the above matter and should H. E. The Dewan desire any explanation I shall be glad to attend the same. If you would kindly let me know when it will be convenient for the interview either tomorrow or the day after.

I am, Dear Sir,
Yours faithfully,
William Hayes

T—14

Class. Ord. | INDIAN TELEGRAPH. | Monthly Local No. 12

To Station Bangalore C.O. | From Station Bangalore Fort

Words.	Day.	Hour.	Minute.	Official Instruction.
41	11	20	50	Ord ₹ 1/- no Rupee

To (Person) Sir. K Shasadri Iyr - K C S I.

From (Person) M Ramabhadroo & Co

Dewan R no reply but our application and telegram waiting without accepting other engagements solicit early orders about lodging Contract bungalow - Col X Lm- thy [illegible] to Cant [illegible] with [illegible]

BANGALORE CENTRAL POST 11 FE 99

Recd. from ... L. N. | Sent to ... L. N.

At ... Hrs. ... Mts. By ... | At ... Hrs. ... Mts. By

Date ... Postmaster.

12

I trust you will excuse my importunity

Yours Sincerely

Rob't Hayes Jr

P.S. Kindly let me have a reply by this evening and oblige Rob't H. Jr.

Esq

...AM AIYER
B... STER AT LAW

Chambers Residency Road.
Bangalore. 13th February 1899.

C. Srikanteswara Iyer Esq. B.A.
Secretary to H. E. the Dewan of Mysore
Bangalore.

Dear Mr. Srikanteswara Iyer,

I beg to thank you for your note of yesterday.

My clients are very anxious about the disposal of their Petition.

My clients are prepared to pay the said contractor Rs 1500/- and even more - say Rs 1600/- per mensem, inasmuch as the duty with Government is on an and there is a good opening for the realisation of profits, especially since the people have returned and are daily returning to the City. If you will permit me to do so I will bring B.C. Ruddappah Chetty with me tomorrow, if you could arrange for an interview with the Dewan.

I am sorry to trouble you frequently with communications, but the disposal of the subject is one way or the other, is of some considerable importance and urgency to my clients.

13/2/99

(14)

13

Bangalore
13 . 2 . 99.

Dear Mr Hayes

In reply to your letter of today, I am to say that as already intimated to you, the Excise Commissioners' report which has been urgently called for is awaited and on the receipt of which alone the Dewan said that final orders could be passed. As soon as the report is received, I shall give you information if any explanation is required.

Yours faithfully,

Sd C. Srikantaswara Aiyar

Private

WILLIAM JAMES
BARRISTER-AT-LAW

Chamiers Residency Road
Johannesburg

16/14

C Srikantesimma Iyer Esq

Dear Mr Srikantesimma Iyer,

My client B.C. Ramsappa Chetty is extremely and I may say painfully anxious about his Petition to H.E. The Deputy re the Soddy Contract. Until H.E. the Deputy disposes of the Petition one way or the other my client under my advice will not take up any other contract. You will quite see the importunity of my client under these circumstances.

You will kindly excuse my troubling you so frequently, but as my client is anxious owing to the very few months (four I believe) left I am compelled to address you

T.S.A.: 1

26 [illegible]
[illegible]
[illegible]
[

n again.

If I.T.C. the Dewan will be pleased to grant me another interview and accord me permission to bring my friends with me, so as to have them, also introduced to the Dewan, I shall feel highly gratified, and receive in due course a favourable reply to this note - and I trust you will be able to arrange for the interview I desire for tomorrow afternoon my friends will sustain a great loss.

I think it would be advisable to have Ramakrishna Ramkrishnapath and Govindappah before you, for these persons are able to explain every matter connected with the Land Tenure Contract. These persons are in Bangalore, and, if I may do so, I will bring them with me - this will save time to all -

18

Residency Road.
Bangalore. 23rd February 1899.

17

19

C. Sankunteswara Iyer Esq

Dear Mr. Sankunteswara Iyer.

Pray excuse my troubling you so often, but as I may be leaving Bangalore for Madras in a case at any time this week, I am compelled to do so in the matter of B. C. Ranganayakulu Chetty's Petition to H. E. the Dewan. I suppose you have called for and received the papers from the Excise Department? If so, kindly let me know, and if convenient let me see you once more in the matter.

My client is very moderate as to the disposal of his Petition. The time is fast going by: and if H. E. the Dewan does direct the restoration of the contract, there will be but little time to make arrangement for the carrying on thereof.

Kindly excuse me, but I must beg of you kindly to have matters expedited and oblige

Yours truly
Rikhab Hayes

Rev. Excise

Kindly see that
the Excise Commissioner
disposes of this
matter as early as
possible.
27/2/99

WILLIAM HAYES
BARRISTER AT LAW

Bangalore. 2nd March 1899

C. Srikantesamma Esqr. B.A., B.L.
Private Secretary to
H. E. The Dewan
of Mysore.

Dear Sir,

re B. C. Ramchapparh Chetty
and another

I have just heard that His Excellency The Dewan leaves Ootacamund for Calcutta tomorrow. As I myself am about to leave Ootacamund whence I may be absent for some time, I have to request that either

(1) H. E. The Dewan may be pleased to grant me an interview for 5 minutes just now; or,

(2) To postpone the settlement

23 July 1899 (24)

Attention of the above matter
till H. E.'s return to
Ootacamund.

My client desires that
then Petition may be disposed
of by H. E. The Dewan
after a perusal of the
papers and after hearing
me if necessary.

Kindly let me have an
immediate reply, for which
I myself have come.

Believe me
Yours truly,
William Hayes

Fixed Stamp Duty
affixed as petitioners not
been present

R. 24-98

To Ex Comm for
approval
23/11/98

24-11-98

(1)

1898

No 943

Name of Petitioner B. Chik Rudrappa
B. Ranjeen Rappa

Village
Taluk } Bangalore.
District

Date of Arzi 12—10—98

Date of Receipt 15—11—98

Date of Disposal

No. of Enclosure Nil

ABSTRACT

The petitioners state that they are Toddy Contractors of Bangalore city, that owing to plague more than 6 shops have been closed, that there is a small sale of toddy to the extent of Rs 10 to 20 a day, that they are put to a loss of Rs 20,000, that they with difficulty meet the demands viz the pay of the establishment, & the money due to the Govt:, that many of their personal Servants to have deserted them carrying money with them also, and that so much they are quite unable to make up for their loss.

Pray that immediate orders may be passed to save them from loss or if not to accept the petitioners as their Representative, or that of the Govt is of opinion that the Contract should be worked as per petitioners, they further beg that a percentage on the actual loss be allowed them during the

S.R. File 2798

Pet 40 - P2 (2)

29-11-98 2

MYSORE DEWAN'S OFFICE.

PETITION DEPARTMENT.

OFFICIAL MEMORANDUM.

The accompanying Petition

Registered No. 943 dated 12-10-98

received at the Dewan's Office from ~~—~~

B. Chik Reddappa and C. Venkatappa, Coddy contractors, Bangalore city, complaining of the loss, ~~to~~ which they are put to on account of the fall in the sale of Coddy owing to the prevalence of plague

is forwarded, ~~together with its enclosure~~, to the ~~Deputy Commissioner of the Bangalore District~~ Cruise Court in Mysore,

for disposal.

By order,

Secretary.

BANGALORE,

29/11/1898

29/11/98

24.11.98

Cover 18 1899 (3)

No 1231

Name of Petitioner B. C. Rudrabhiswamy
B. C. Municipal Contractors

Village
Town
City

Taluk Bangalore

District

Date of Arzi 19. 1. 99

Date of Receipt 19. 1. 99

Date of Disposal

No. of Enclosure 5. Exhibit D which appears to be one cover is not found.

Please register and submit soon with references if any

(D) C. S. S. R. 2 ~~7~~ 98
43
19. 1. 99

After registry send to Excise Branch.

(D) V. R. J.

21/1/99
19. 1. 99.
43 of 98 Memo No 4608 29-11-98.
R.
1/99
Rejt. put up.
DK
21/1/99
Submitted
21/1/99

Please send after perusal of the petition & the connected papers a report with records upon the several allegations made therein.

Ask that the sale be stayed pending the disposal of the appeal — that it is incumbent that the Revenue should not realise the amount of the attached property for the production of the attached papers

Asst Commissioner

Abstract

This is an appeal against the order of the Excise Commr dated 3. 12. 98 which fell into the hands of the 1st petitioners on the 15th instant when he was out trying for raising loans; the order appealed against is translated in English a copy of which is submitted with the original Kannada order by the petrs.

The petitioners state that they submitted 3 petitions

One to the Govt which was referred by Govt Endt no 943 of 12.10.94 to the Excise Comr for disposal, another to the Excise Comr, and the third to the Deputy Comr which is still pending unendorsed.

Urge that they took up the Contract (1) as they had large outstandings on their employees which they meant to get back by working on the Contract, that as such they could not be charged with not making recovery in due time to their employees,

(2) that they have secured 1750 trees which are more than what is necessary for their purpose, that the said fact could very well rebut the charge of them having caused loss to the Govt in Tree taxes,

(3) that during plague they could not induce Cart men to come into the town, that Plague and its rules which laid a death-blow to their business caused the exodus of all their toddy drinkers, that they even though toddy was supplied to the shops no drinkers could be had, that arrack could be got into the town with great facility as it is to be got from the Govt Distillery, that whereas toddy is to be got from the Vanams,

4. that it is not their intention

4 to cause any loss to Govt as by the said sales they would have been highly benefitted

5 That they could not get out of the Contract unless they are saved by the Govt who in their mercy should protect them, and add- That they have been long Contractors since July 1894, That they suffered losses upto Rs 20000, that the paid amounts as much as Rs 4500 per months without a grumble, That the monthly rental was only Rs 1500 per month, That they have deposited as security Rs 1500/ with the Govt, That the petitioners were fined Rs 10/- each by the City Magistrate under the Excise act for not opening their liquor shops, That the fining toned down their credit which was already running down, That the Excise officers have attached their moveables and immoveables, That the said proceedings have crushed his credit, That he applied to the Dy Comr to stop the attachment or sale till relief can be had, That he ordered that the proceedings could not be stayed until

the amount of Rs 5123-11-8 was
paid, that they are given to
understand that the move-
ables attached are to be sold,
that if that were done then all
the power of their finances
would vanish, that they unde-
take to produce the moveable
without interfering when
called on to deliver, that
if their prayers were complied
with in October last so much
delay and additional losses
not have accrued, that
many contractors have
been shown mercy by re-
-missions during times of
distress, & that they have
outstandings in the Malwas
to realise which they have
to resort to ~~law~~ Courts which
means time and expense.

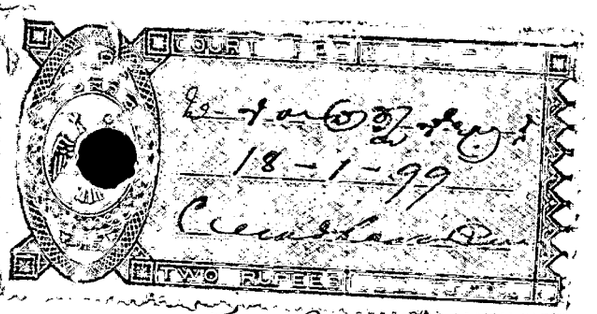
Pray that the govt may order
the Dy Comr to stay further proceedings,
to cancel the contract, to
make arrangements for the
resale of bidi for the remaining
terms, ~~to make arrangements~~
to accept the deposit of Rs
1500/- in satisfaction of
the dues for August, & that
the rest of the arrears may
be remitted.

Cover referred to in this petition has not been found.

1231

7

20



Two Rs stamps affixed

MYSORE RESIDENCY RECORDS
POLITICAL DEPARTMENT
RECD No. 1231 R
DATE 19-1-99

19-1-99

To

The Government of H.H.

Highness The Maha Raja

of Mysore.

This humble petition of B. C. Rudrappa Setty and B. Kanjunda-ppa Setty.

Jody Contractors of Bangalore City.

Respectfully Sheweth:—

Petitioners who had been Jody Contractors of the City and Civil & Military Station for the years from 1st July 1894 to end of June 1898 had suffered losses to the extent of Rupees 20,000/- owing to the famine and the subsequent excessive rains in the year 1897.

2 Though during that period of their contract they had to pay a monthly Revenue of Rupees 4500/- to Government, they paid the whole without a hitch

3 In as much as at the end of the term they had large outstandings on their employees and with a view that they

they,

may recoup the heavy losses they had incurred, they were induced to, and did obtain the contract of the city for the current year 1898-99, at a monthly rental of Rupees 1500/-

4. Petitioners having deposited Rupees 1,500/- with Government and giving personal security for Rupees 4500/- they entered on their contract in July last. But owing to the introduction this first year of the tree-tax system the sales in that month were rather below the average. Nevertheless they duly paid to Government that month's instalment of Rupees 1,500/-

5. As a matter of fact they had applied for and secured for tapping 1750 trees.

6. To petitioners' great misfortune Plague broke out in the city of Bangalore early in August last. The exodus of the toddy drinking population consequent thereon, immediately thereafter is well known to Government. By the end of the month most of the labouring classes as also petitioners' employees had all left pell mell. Petitioners' business came to an unexpectedly sudden end. Petitioners were left entirely powerless.

7. Petitioners are the grandsons of Yelli Mallappa Shetty who was well known to have been wealthy. He died leaving petitioners young. Petitioners in their youth and inexperience had been swindled of large sums of money. What with losses first above referred to and the subsequent collapse of business. They got to be, at the time to get considerably involved.

24

To obtain loans became impossible. No one cared to lend. Hence from August last Government rent fell into arrears.

8. Owing to the introduction of the Plague Regulations it became impossible to induce cart-men to come into the City and even if tody had been brought in, there were no drinkers. So it came to be that none was brought in and no sales effected.

9. About the middle of September last the Excise Department instituted criminal proceedings against Petitioners before the City Magistrate under the Excise Act, for having comitted breach of Abkary rules in not keeping the shops open and not paying the rent for August. On the 4th of January Instant the Magistrate imposed a fine of Rupees 10/- on each of your petitioners. X

10. During the pendancy of this trial on the 12th of October last Petitioners submitted three petitions one to Government, another to the Excise commissioner and the third to the Deputy Commissioner. The second was almost a copy of the first. - A translation into English of the Petitions submitted to Government and to the Deputy Commissioner are herewith submitted. - Marked A and B.

11. In these petitioners fully explained the circumstances under which their business came to a complete collapse and prayed to the effect :-

(a) That they may be relieved from their contract and that such arrangement as may be deemed proper made.

(b) That petitioners may be excused the arrears.

(c) That in the event of Government not being pleased to grant them a remission to give them sufficient time to arrange to pay up.

12. The petition to Government was sent to the Excise commissioner and an indorsement was accorded to petitioners to that effect. This is herewith submitted C.

13. That submitted to the Deputy Commissioner in which petitioners expressly begged for further and early orders remains to this day undisposed of.

14. The Excise commissioner however sent an endorsement on the 3rd December but it did not reach the first petitioner's hands until the 15th Instant as will be evidenced by the Postal Cover herewith submitted — marked D. The 2nd petitioner having received the cover from the Excise Office had sent it on by post to the address of the first who had gone to make an effort to obtain money to pay to Government and was wandering over different places without avail.

15. A translation with the original indorsement is herewith submitted - marked E.

In this it would be observed that petitioners are blamed as follows: —

I Petitioners neglected their work even before the advent of plague by not paying advances to toddy drawers etc and that petitioners caused loss to Government in bree-tax

II That notwithstanding the plague arrack shop-keepers were being supplied with arrack from the Koly and that toddy could have been with equal facility got

III That petitioners had caused great loss to Government and that they would be held responsible for the same.

IV And that the contract bond executed did not permit petitioners to resign.

16. Petitioners humbly submit that there was no foundation for saying I that they neglected by not giving advances. Petitioners had been the contractors during the next preceding year and had a very considerable advance on their employees. On what and whose information the Excise Commissioner has assumed this fact your petitioners are not aware. Petitioners have their enemies who had all in their power to get the contract off their hands. Petitioners' accounts will prove that they are innocent in this respect. As for causing any loss in

bree-tax,

tree-tax in July the fact that they had paid for and secured 1750 trees - a number more than ample - rebuts the charge.

17. II Government may be aware that there has been an impression that use of Spirits acts as a preventive of plague. Attack drinking population are a little bit socially, than tody drinking people. And it does not want much argument to show that there can possibly be no comparison as regards the facility in obtaining the two things - one is obtained from a store situated close to Bangalore whereas the other has got to be obtained from trees at distances and at considerable trouble - The bulk of the two is also a matter for consideration. Apart from this, the two things are not at all comparable.

18. III It is the Plague that has caused ~~not~~ only loss in Abkary but in every respect. Government in its paternal care has spent lakhs and is spending lakhs to save its subjects. What benifit could petitioners derive by wilfully neglecting their business? Throughout this period, they themselves have stuck to Bangalore. If they could have earned money and made a profit both to themselves and to Government - why would they not have done it ?

19 IV With reperance to the last obseivation, it is bine that petitioners are bound hand and foot by their contract bond, but it is in the power of Govern- ment to save petitioners or to hurl them and their families into utter ruins. It is for the exercise of this power that petitioners have most humbly approached Government

20 It has been already mentioned that the Deputy Commissioner has not to this day disposed of the petition submitted to him. How- - ever on the 8th Instant (Sunday) the Excise Supervisor came with a posse of Subordinates and Police to effect an attachment of petitioners' movable and immovable property. Your petitioner thereupon went personally to the Deputy Commissioner and re- - presented to him as to how this proceedure would completly ruin petitioners' credit, which had already been greatly affected by the Criminal Proceedings; and begged of him most earnestly

(a) To stop this attachment

(b) To submit their petition to Government with such remarks as he could make or to give them an endorse- - ment that they may mean- - realize Govt.

time to give petitioners' time until Government orders could be obtained.

21. The Deputy Commissioner after considerable hesitation was pleased to stop the attachment effected that day and directed petitioners to appear before him the next day, when he promised to consider and pass orders. The next day however when petitioners appeared they were told that unless they paid up the arrears due which amounted to Rupees 5123-11-8, at once, the attachment will be executed. No orders were passed on original petition

22. The Excise Officers accordingly came on Wednesday the 11th instant and effected an attachment of all the movable property such as furniture etc and immovable property; and they left the former with petitioners at petitioners request, after taking security for the delivery of the articles when called for.

23. It would appear that the Deputy Commissioner is about to issue an order for sale of the movables; if this were done, all power of finance will be completely gone with petitioners.

24. Under these circumstances Petitioners pray that it may please Government:-

(a) to issue orders to the Deputy Commissioner of Bangalore to stay further proceedings pending final orders by

Govern-

Now that attachment has been made, it may remain and petitioners undertake not in any way to interfere with the same

(b) To graciously direct the cancellation of the contract and the making of any arrangement for the resale &c of the body for the remaining term.

Had petitioners prayer been complied with in October all thes additional burdens would not have been cast. After what has been done, petitioners have been so thoroughly crushed that they have lost all heart. They can expect to find no help from any body in their present state of distress.

(c) That the deposit of ~~Rs~~ 1500/- they have lodged may be accepted in payment of the August instalment and the rest of the arrears from September may be remitted and petitioners and their families be saved from utter distitution

25. There are some monies due to petitioners by people in the malnad, which petitioners did every

19. every

thing in their power to realize but found it impossible. Petitioners will have to file suits, obtain decrees and execution. All this would mean time and expense. Whereas the pressure put upon petitioners here allows them none. Government had granted large remissions to various contractors in times of distress. No worse times had ever been experienced than the present and mercy shown to Petitioners Now, will in no way be without precedent.

Petitioners shall ever pray.

ಸುಬ್ಬ - ಅಪ್ಪಣ್ಣ

ಸಹಿ ಮಾಡಿದ

C Subbapattie Iyeto
Pet[r] Consul.
19-1-99.

Ext. A

37
17

Translation

To

The Dewan of Mysore.
Bangalore.

The humble petition of
B. C. Rudrappasetty and
B. Ranjundappa, Jodj
Contractors of Bangalore
city.

Most honoured Sir! —

We obtained the
body contract of Bangalore city for
the year 1898 – 99. From 1st
July 1898 we began to work up
the contract. Tree tax System was
newly introduced and we had to
secure trees in July alone on data
-khast and get the supply of body
to Bangalore. We have thus secured
trees for the 1st quarter ending
September 31st. We had to secure other
new trees in 2nd quarter on pay-
-ment of proper tree-tax.

Owing to spread of Plague
in the city of Bangalore and
Cantonement, people left the
place

in large numbers to save themselves from any attack of plague. From the beginning of September the daily collection of money from the sale of bōdy is between Rupees 10 and 20/- We have had to incur debts to pay our employees on Body work and to meet various other expenses of the Business.

By 20th or 25th of August Several of the persons on Body work, mutts. advies too, in fear of Plague left our business and without delivering ours to us any accounts, and without our knowledge went away from Bangalore. Our enquiries as to their whereabouts have been proving fruitless.

Of the ten body vendors Several of them went away from Bangalore without our knowledge closing their shops altogether. Of the remaining 4 or 6 Shops, the venders are all bent upon going away to other places and there is hope of their stay on business. Owing to these inconveniences we have been put into a great loss.

What we now pray for is this:—

Notwithstanding we sus-
tained a heavy loss of 20.000/- during the contract of 1897-98 owing to 3 months' famine and the subsequent heavy rains for two months, yet we paid to Government all dues and caused no loss to government. We do not owe any dues.

With an object of at least making good the loss we sustained during our last year contract, we went in for the present years contract during the time of auction. Ever since the beginning of the present years contract in July we have been in great troubles. With much difficulty we paid up the July instalment amount.

As plague began in the early part of August. Too many people drinkey boys were frightened and left the place, hence the great loss in the collections. The

The remaining few left this place during September, while our attempts to an up keep of our Body business proved fruitless there was thus a heavy loss.

To ascertain the average daily collections now, if the Government will directly work out the Contract then will all matters be clearly made out.

We pray your honor to kindly take the forgoing humble representations to your honor's benign consideration; and we implore your honor to kindly save us from being ruined. It would be a great boon conferred upon us if favourable indorsements be kindly given at an early date. In case of loss of time we most respectfully beseech your honor's pardon for our tendering this petition as our resignation of body contract; and we beg that

that our deposit money may be kindly refunded and security be cancelled

If your honor deems it possible to permit us to continue our contract on the present scale of daily collections of money, we shall be prepared to secure new trees for the 11 quarter and beg leave to state that we will work up the contract to the best of our ability

In conclusion we pray most humbly that our petition be kindly considered and favourable orders be passed and we implore our credit may not be placed at a stake.

Sometime back arrack vendors submitted their petitions, we, not minding much as to our good or ill in these days of plague and being fully aware of the trouble that may arise by our absence from the place we have been day and night anxiously looking out

out

the contract work. In the street we live in, no other house has its minutes. We beseech all these will be duly considered by your honor and favourable order will be passed.

Sd/ B.C. Rudrappaselly.

D/ 12th Oct 98. } to Kanara

Ex L B

Translation.

To

The Deputy Commissioner of
Bangalore District
at Bangalore.

The humble petition of
B. C. Rudrappa Setty and
B. Ranjindappah Setty,
Toddy contractors of
Bangalore City.

Most Respected Sir,

We obtained the toddy contract of Bangalore city for 1898-99, by highest bidding at the Government auction sale. We have been working at it from 1st of July 1898. As the System of tree-tax was newly brought in force there was some delay in the supply of toddy from new trees. We have no proper means or convenience to pay tree tax for the 2nd term, that is at the beginning of October and have not been able to properly arrange for

the

the,

satisfactory working of the body contract because of the disturbed state of things owing to advent of plague at Bangalore. Body drinking population left Bangalore to various other places in large numbers with a desire to keep themselves safe from any attack of plague. Therefore the money collection from sale of body is between ~~Rs~~ 10/- and 20/- from the beginning of September. Your honor can clearly perceive our great difficulty under the present circumstances and by any kind of arrangement what so ever to pay the monthly instalments to Govt, to pay for the tree-tax and to meet the demands of men employed etc on Body work.

From the beginning of September we have been meeting the demands of working men by incurring debts.

Good

Good lot of people went away to other places during the months of September and some of the lodj vendors deserted their shops. The remaining 4 or 6 vendors are bent upon leaving Bangalore and our prevailing upon them to stay at Bangalore and to stick up to their business is of no avail. Under the present state of things owing to plague in Bangalore people are all frightened and are actuated to leave Bangalore and this impells the lodj vendors too to set at nought our words of advice and they go their own way

While during the last year because of three months famine and because of subsequent continued fall of rain for two months we sustained a heavy loss.

loss of Rs 20,000/- we did not request the Government to remit to us any Government dues from us; but we cleared all Government dues. If a reference is made in re. the foregoing to the Excise department it will speak in this behalf,

With a desire to make good the loss we had sustained we got this year's contract by bidding for an highest amount.

As from the very beginning of July 1898 the free bar system was enforced it was very difficult to get the supply of toddy from new trees at proper times, hence with great difficulty we paid the July instalment money.

In August plague spread out a great deal and in the

the absence of toddy drinking population we sustained a great loss. In September the remaining people too left Bangalore and the consequent loss sustained in the sale of toddy is indeed very much.

If the Government will directly work out the contract work your honor could thereby gather the statistics of the quantity of toddy that can be supplied and the quantity that can be sold

What we beg respectfully to bring to your honor's kind notice is as follows:—

We are left in a great crisis because of the heavy losses we have sustained now. If time is given us till the 30th instant to pay up the August instalment money we shall pay it with due interest thereon.

On the 12th instant we were charged by the City Magistrate on a criminal prosecution under Excise Act preferred against us on the ground that previous to this date on some day there was no supply of body and that no instalment money was paid. On this date by means of a State-ment submitted to the city Magistrate through the Excise Head Supervisor we obtained an adjournment of the case to the 19th instant.

We therefore, pray that time may be given us till 30th instant to pay the Instalment money and that Head Super-visor may be directed to with-draw his complaint against us, on the file of the city Magistrate

We have held the contract for the last 4 or 5 years and

and whatever our short comings there used to be generally they were disposed of by your honor and were not referred to other courts for disposal: Now we pray the case may be conducted by your honor and judgment be given as in the manner your honor deems most fit

As we have not been able to correctly ascertain the quantity of body that would command sale now we are at a loss to know how we could get any fixed large quantity of body by obtaining new trees on paying tree-tax for the 2nd term. If the Government will not show us some concession or other at a critical period like this, it would prove most hard upon us to work out the contract any further.

We pray your honor to kindly take our humble repre-
-sentation

representations to your honors benign consideration and do what is best calculated to save us from being ruined by means of an enormous loss in the Contract. If we should be deemed to have been in any way contra-acting to the interests of Government we beg respectfully to submit this petition as our resignation of body contract and we pray humbly that our deposit amount may be kindly refunded to us and the Security may be cancelled.

We beg to add that arrack vendors have already submitted their petitions. Taking into your honors benign consideration the foregoing our humble representations we pray that an early favourable

no,

in which case we will be
able to do the best we can;
but in case of delay we
beg to state that it would
cause the supply of toddy
being entirely stopped and
would lead into still further
loss of money advanced to
toddy drawers and cart-
-men and others.

D/12th October 1898.

Sd in Canarese
B. C. Rudroppasetty

Sd/- B. Danjundappa

Ext E

47

Translation

Endorsement No.
dated 13th Dec 1898

From
The Excise Commissioner
in Mysore
Bangalore

To
B.C. Rudrappasetty and
B. Ranjindappa
Toddy contractors of
Bangalore city.

Adverting to your petition submitted to Government:-

You are hereby informed that even before the advent of plague in Bangalore in as much as you did not pay money in advance to toddy-drawers at proper times and did not supply sufficient quantity of toddy to the shops in the city and

and outside of it and as several of the toddy-shops were left without any supply of toddy therein, you have managed your toddy contract business most unsatisfactorily and caused loss to Govt. in Excise-tax.

Even after the spread of plague arrack sale has been satisfactory and while arrack is being supplied to Bangalore Kholi without any difficulty, there appears to be no difficulty for you to get the supply of toddy to your kholi or to several toddy shops concerned. As you have not been from the beginning properly conducting your contract business, you have been causing a great loss to Government. Even now if you fail to work out the contract business according to the terms thereof you shall be held liable for losses that Government will sustain thereby. There is no scope for you in the terms of the Contract Bond to tender your resignation to the Contract.

Sd/ T. Venkatarayaiyengar
for Excise Commissioner

Ext E 4/34

ಸಂ 1985

Translation 46

A

To

The Deputy Commissioner
Bangalore District
Bangalore.

The humble petition of
B. C. Rudrappa Setty and
B. Ranganathappa Setty
Toddy contractors of
Bangalore city

We obtained the Toddy contract of Bangalore city for 1898—99, by highest bidding in Govt. auction. We have been working at it from the 1st of July 1898. As a system of Free-tax was newly brought in force, there was some delay in the supply

of

toddy from new trees. We have
no sufficient means of any
convenience to pay tree-tax
for the 2nd term that is at
the commencement of Octo-
-ber and have not been able
to properly arrange for the
satisfactory working of the
business, because of the
disturbed state of things owing
to spread of Plague at
Bangalore: Toddy drinking
population left Bangalore
to various other places, in
large numbers with a
desire to keep themselves
safe from any attack of
Plague

plague.

Therefore the collection of money from sale of ~~beer~~ is between ~~Rs~~ 10. and 20. from beginning of September. your honor can clearly percieve our great difficully under the present circumstances and by any kind of arrangement whatso-ever to pay the monthly instalments to government, to pay for taxes and to meet the demands of men employed ele on Toddy work.

From the beginning of September we have been meeting the demands of working men by incurring ~~debts~~ debts.

debts.

good lot of people went away to other places during the month of September and some of the Toddy (Shop-keepers) Vendors deserted their shops. The remaining 4 or 6 vendors are kept upon leaving Bangalore and are prevailing upon them, [~~if not, are kept upon them,~~] to stay at Bangalore and to stick up to their business, is of no avail. Under the present state of things, owing to plague in Bangalore, people are all alarmed and

and are actuated to leave
Banyatone and this impells
the Toddy vendors too to
let at nought our words
of advice and they go their
own way.

While, during the last
year because of three months
famine and because of
subsequent continued down
-pourings of rain for two
months, we sustained a
heavy loss of Rs 20,000/—
we did not request the
Govt to remit to us, any
Government dues, but we
cleared all Government
dues
claims.

If a reference is made in-
re the foregoing, to the excise
department, it will speak
in this behalf.

With a desire to make
good the loss we sustained
during the last year, we
got this year's contract
by bidding the highest amount.
As
Because from the very
beginning of July 1898, the
free-bar system was enforced
it was very difficult to get
the supply of toddy from neo
trees at proper times, hence
with great difficulty we paid
the July instalment money.

In august plague spread a great deal and in the absence of the Toddy drinking population we sustained a great loss. In September the remaining people too left Bangalore, and the consequent loss sustained in the sale of Toddy is indeed very much.

If the Govt will directly work out the Contract work your honor could thereby gather the statistics of the quantity of Toddy that can be supplied and the quantity that can be sold. What

What we beg respectfully to bring to your honor's kind notice is as follows:—

We are left in a great crisis because of the heavy losses we have sustained now. By time is given us till the 30th instant to pay up the August instalment money we shall pay it with due interest thereon.

On the 12th instant we were charged by the city Magistrate on a criminal Prosecution under Excise Act preferred against us, on the ground that ~~subsequent~~ previous to this date on some days there was no supply of toddy and that no instalment

amount was paid. On this date, by means of a State-ment submitted to the City Magistrate through the Head Excise Superintendent, we obtained an adj of the case to the 19th instant.

We, therefore, pray that time may be given no till 30th instant to pay the instalment amount and that the Head Superintendent may be directed to with-draw his complaint against us, on the file of the City Magistrate.

We have held the contract for the last 4 or

10

5 years, and whatever our short comings there used to be, generally they were disposed of by your honor and were not referred to other courts for disposal. Now we pray the case may be conducted by your honor and judgment be given us in the manner your honor deems most fit.

As we have not been able to correctly ascertain the quantity of Toddy that would command a sale now, we are at a loss to know how we could possibly get any fixed large quantity of toddy by obtaining new trees on paying the tax for

for

the 2nd term. If the Govt will not show no kindly some concession or other at a critical period like this it would prove most hard upon us to work out the contract any further.

We pray your honor to kindly take our humble re-presentations to your honor's benign consideration and do what is best calculated to save us from being ruined by means of an enormous loss in the Contract. If we should be deemed to have been in any way contra-acting to the interests of Government we beg respectfully to submit

this petition as our resignation
of the Toddy Contract and
we pray humbly that our
deposit amount may be
kindly refunded to us and
the security may be cancelled.

We beg to add that Arrack
Vendors have already submitted
this petitions. Taking into
your honor's benign con-
-sideration the foregoing
our humble representations
we pray that any early favourable
indorsement be given us in
which case we shall be able
to do the best we can [in the
Contract business] But
in Case of delay we beg to
state that it would cause
the Supply of toddy being
entirely stopped and would

13

lead into still further
loss of money advanced to
Jobby Drawers and Cart-
-men & others.

12th October 1898

Signatures of
(Sd) B.G. Rudrappa Shetty
B. Ranjun Gowda

Dy 12th Nov 98.

B

9/21/99

65/50

Recd. From

The Deputy Commissioner of
Bangalore

To

B. C. Ruddappachetti and
Ranjundappa, Jowj
Contractors &
Bangalore etc.

Endorsement

Adverting to your petition
No 11 dated 18th October 1898.

You have not worked up
your contract from the beginning
of July 1898 and have not supplied
Jowj Shops with sufficient quantity
of Jowj nor any arrangements
whatsoever were made to keep

Jr. 27/1

(Translation)

5267

From

The Deputy Commissioner
Bangalore District
Bangalore

To

B. C. Rudrappasetty and Ranga
Jody Contractors of Banga
city
Bangalore

In reference to your Jody Contract
Bangalore City and five other out-Sh
Shops for the year 1898-99, you are
informed that, because from the
beginning you have not kept
working up your Contract busin
Satisfactorily and have not paid th
Government Rentals, your Licence
as per Licence Rules, has been
cancelled and that you shall be
held liable in accordance with
the Notification in Government
Gazette for all consequent d
which might accrue to you

(Sd) K. P. Puttanna Ch

Probate of Will

Translation

D To

The Dewan of Mysore.

We obtained the Toddy contract of Bangalore city for the year 1898-99 from 1st July 1898 we began to work up the contract. Tree tax system was newly introduced and we have had to secure trees in July alone on darakhast and get the supply of Toddy to the Bangalore. We have thus secured trees for the 1st quarter ending September. We had to secure other new trees in 2nd quarter on payment of proper tree-tax.

Owing to spread of plague in the city of Bangalore and cantonment, people left the place in large numbers to save themselves from any attack of plague. From the beginning of

September the daily collection of money from the sale of Toddy is between Rupees 15 and 20 of which we have had to incur debts to pay persons on Toddy work and tree-drawers and to meet various other expenses touching the interests of Toddy contract.

By 20th or 25th of ~~September~~ August several of the persons that were employed on Toddy business and several Mutsaddies (clerks) in fear of plague left our business without our knowledge and without delivering over to us any accounts whatsoever; and our enquiries as to their whereabouts have been proving fruitless.

Of the ten Toddy-Vendors several of them went away from Bangalore without any knowledge of closing their shops altogether. Of the remaining 4 or 6 shops, the venders are all bent upon going to other places and there is no hope of their stay on business. owing to these inconveniences we have been put into a great loss

What we pray for, now, is this:—

Notwithstanding we sustained heavy loss of 20,000/- Rupees during the contract of 97-98, owing to 3 months' famine and the subsequent heavy fever for two months, yet we paid to Govt. all dues and caused no loss to Government. We do not owe any dues.

With an object of at least making good the loss we sustained during last year's contract, we went in for the present year's contract during the time of Auction. Ever since the keeping of the present year's contract in July we have been in great trouble. With much difficulty we paid up the July instalment amount.

As Plague began in the early part of August good many people-drinking body were alarmed and left the place, hence the great loss in the Collections. The remaining few left the place during Sept, while all our attempts to work up the Toddy business proved

fruitless. There was thus a heavy loss.

To ascertain the average daily collections now, if the Govt will directly work up the Contract, then will all matters be clearly made out.

We pray your honor to kindly take the foregoing humble representations to your honor's benign consideration, and we implore your honor to kindly take us from being ruined. It would be a greatest boon conferred upon us if favourable indorsement be kindly given at an early date. In case of loss of time we most respectfully beseech your honor's pardon, for our tendering this petition as our Resignation of Toddy Contract; And we beg that our deposit amount may be kindly refunded and Security be cancelled.

If your honor deems it possible to permit us to continue our Contract on the present scale of daily collection

of money, I shall be prepared to
license new beers for the ensuing term
and beg leave to state that we
will work up the Contract to the
best of our ability

In conclusion we pray
most humbly that our application
be kindly considered and favourable
orders be passed and we without
our Credit may not be placed
at a stake.

Some time back a crack
vendors submitted their petitions
We, not much minding as to our
good or ill in these days of plague and
being fully aware of the troubles that
may arise by our absence from the
place we have been day & night
anxiously looking out our Contract
business. In the Street we live in
no other house has its inmates.
All this is simply painful, We beseech
all these will duly be considered
by your honor and favourable
orders will be passed.

Dt 12th October 1858.

Translation

E Endorsement No
dated 13th Dec 1898

From

The Excise Commissioner
Bangalore

To

B.G. Rudrappacelly and
B. Ranjundappah
Toddy contractors
of Bangalore City

Adverting to your petition
submitted to Government
on the subject

you are hereby informed that
even before the shrinkage of Plague
in Bangalore it was noticed as you
did not pay money in advance
to Toddy drawers at proper time
and did not supply sufficient
quantity of Toddy to the shops in
the city & outside & and a
Several of the Toddy shops were left
without any supply of Toddy therein, you
have managed your Toddy contract
& business most unsatisfactorily
and caused loss to Govt in the tax
Even after the shrinkage of Plague
arrack sale is satisfactory and
while arrack is being supplied to
Bangalore shops without any

difficulty, there appears to be no difficulty for you to get the supply of Toddy to your Khoti or to several Toddy Shops concerned. As you have not been, from the beginning, properly conducting your Contract business, you have been causing a great loss to Government. Even now if you fail to work out the contract business, according to the terms thereof, you shall be held liable for the loss which the Govt. will sustain thereby.

There is no scope for you on the terms of the Contract to tender your resignation to the Toddy Contract

(Sd.) S. Venkata Ramayya
for Special Commissioner

3-12-98

F

Bangalore City.
18th Janr 1899.

The Govern.r of H.H the Maha
Raja of Mysore.

The humble petition of B.C.
Rudrappah Setty and B.
Nanjundappa Setty Jody con-
tractors of Bangalore City.

Respectfully Sheweth-

Petitioners who had been Jody contractors
of the City & Civil & Mil. Station for the
years ~~ending~~ from 1st July 94 to end of June
1898, had suffered losses to the extent
of Rs 20000/- owing to the famine and sub-
sequent excessive rains in the year 1897.

2 Though they had to pay during that period of their contract (monthly) a Revenue of Rs 4500
during the whole of that period, they paid
the whole amount a batch-

3. In as much as they had large outstandings
on their employers and with a view that they
may recoup the heavy losses they had
incurred, they were induced to, and
did obtain the Contract of the City
for the ~~year~~ current year 1898-99. at
at present monthly rental of Rs 1670/-

Petr having deposited Rs 1500/ with Govt and given personal security for Rs 4500/- entered on their contract in July last year. But owing to the introduction this year of the free tax system the sales in that months, were rather below the average - Nevertheless they duly paid to Govt that months instalment of Rs 1500/

5. As a matter of fact they had applied for and secured for tapping 1750 trees.

6 To petitioners great misfortune, plague broke out in the City of Bangalore - early in August last. The exodus of the toddy drinking population consequent thereon, immediately thereafter, is well known to Govt - By the end of the months most of the labouring classes as also petitioners employees had all left for want - Petitioners business came to an unexpectedly sudden and calamitous Petitioners were left entirely powerless -

7. Petitioners are the grandsons of late Hallappa Shetty who was well known to have been wealthy. He left

dued leaving petitioners young-
Petitioners in their youth & inexperience
had been swindled of large
sums of money. Hence what with
losses first above referred to, & the subsequent collapse of the Bank
they got to be, at the time, to get considerably
involved - To obtain
loans became impossible. So no
one cared to lend - Hence from
Aug.t last Gov.t Rent fell into arrears -

8- Owing to the introduction of Plague Regulations
it became impossible to induce Cart
men &c to come into the City and
even if today had been brought in,
there were no drinkers. So it came
to be that none was brought in &
no sales effected.

9. About the middle of Sep. last, the Excise
department instituted Criminal
proceedings against Petitioners before
the City Magistrate, under the Excise
Act, for ~~not~~ having committed
breach of Abkary rules in not keeping
the Shops open and not paying up
the ~~arrear~~ rent for Aug.t -

× On the 15th of March last the Magistrate fined us
pronounced a fine of Rs 10 on each of
upon Petitioners

10. During the pendency of this trial on the 12th of October last Petitioners submitted three petitions, one to Govt, another to the Excise Comr and the third to the Dy Comr. The second was almost a copy of the first - Copies of the Petitions a free translation of into English of the Petitions submitted to Govt and to the Dy Comr are herewith A. & B. Submitted. marked A. and B.

11. In these Petitions fully explained the circumstances under which their business came to a complete collapse and prayed to the effect:

(a) That they may be relieved from their Contract and that such arrangement as may be deemed proper. & may be made.

(b) That Pet^rs may be excused the Arrears.

(C) That in the event of Gov^t not being pleased to grant them a remission, to give them sufficient time to arrange to pay up-

12. The petition to Gov^t was sent to the Excise Comm^r & an endorsement was accorded to Petitioners to that effect. This is herewith C. Submitted C

13. That submitted to the Ch Comm^r, in which Petitioners respectfully beg for further & early orders remains to this day undisposed of

14- It ~~words after that~~ The excise Commissioner however sent an endorsement on the 3^rd December but it did not reach the first

Petitioners hands, until the
15th Instant as will be evidenced
by the Postal Cover hereunto submitted
D. marked D - The 2nd Petitioner
having received the Cover from the
Excise office had sent it on by
post to the address of the first,
who had gone to make an
effort to obtain money to pay
to Govt - And was wandering over
different places, without avail -
15: A translation with the orig:
endorsement is hereunto sub-
E. mitted marked E.
In this ~~It would be observed~~
~~Petitioners are blamed~~
~~to have wilfully neglected~~
that Petitioners are blamed as
follows.

I Pet:rs neglected their work were before the advent of plague by not paying advances to tody drawers &c. and that caused loss to Govt on tree tax -

II That notwithstanding the plague, ~~arrack~~ shop keepers. were having ~~business~~ no arrack stock

16

supplied with arrack from the Koty and that Koty could have been with equal facility got -

III That Petitioners had caused great loss to Govt ~~through neglect~~ and that they would be held responsible for the same -

IV And that the Contract bond Executed did not permit Petrs to resign -

16 - Petitioners humbly submit, that there was no foundation for saying that they neglected by not giving advances - Petitioners had been the Contractors during the first preceding year and had a very considerable advance on their employees - How the ~~Excise Board~~ could have On what & whose information they ~~or~~ Excise Board has assumed this fact your Petitioners are ~~not~~

aware - Petitioners have their enemies, who had done all they could in their power to get the contract off their hands - Petitioners accounts will prove that they are innocent in this respect -

× as for canning any loss in two cars in July, the fact that they had paid for & secured 1,760 tones, a number more than are liable, rebuts the charge -

× 17. (11) Govt may be aware that there has been an impression that in Spirits acts as a preventive of plague - Arrack drinking population are a little bit higher socially, than toddy drinking people - and it does not want much argument to show that there can possibly be no comparison as regards the facility in obtaining the two things - One is obtained from a store

situated close by Bangalore whereas the other has got to be obtained from trees at distances and at considerable trouble - The bulk of the two is also a matter for consideration - Apart from this, the two things are not at all comparable -

18 (iii) It is the plague that has caused, not only, loss in Arbitrary but in every respect - Govt in its paternal care has spent lakhs and is spending lakhs to save its subjects - What benefit could Petitioners derive by wilfully neglecting their business? Throughout this period, they themselves have stuck to Bangalore - If they could have earned money & made a profit both to themselves & to Govt why would they not have done it?

19 (iv). With reference to the last

observation, it is true that ~~we~~ Petrs are bound hand & foot by ~~our~~ their Contract bond - But it is entirely ~~in the discretion of~~ Govt, in the power Govt to save ~~us~~ Petitioners or to hurl ~~us~~ Pets & their families into utter ruin. It is for the exercise of this power that Petitioners have most humbly approached Govt.

20. It has been already mentioned that the Dy Comr has not to this day disposed of the Petition submitted to him - ~~He~~ However on the 8th Instant (Sunday) the excise supervisor, came with a posse of Subordinates & police to effect an attachment of Petitioners movable & immovable property. Your Petitioner thereupon went personally to the Dy Comr and represented to him, as to how

this procedure would completely ruin Petr's credit, which had already been greatly affected by the Criminal proceedings; And begged of him most earnestly

(a) to stop this attachment of movable property

(b) to submit this petition to Govt with such remarks as he could make or to give them an endorsement that they may memorialize Govt

(c) And to give Petitioners time until Govt orders could be obtained.

21. The Dy Comr after considerable hesitation finally was pleased to stop the attachment being effected that day and directed Petitioners to appear before him the next day, when he promised to consider & pass orders. The next day however when

Pdrs appeared, they were told that unless they paid up the ~~xxxxx~~ arrears due which Amounted ~~to 000~~ to Rs 5723-11-8, at once, the attachment will be executed - Ord orders were passed on ~~Petitioners~~ their original petition -

22. The Excise officers accordingly Came on Wednesday the 11th Inst and effected an attachment of all the movable property such as furniture &c and immovable property. And they left the former, with Petrs. at Petitioners request, after taking security for the delivery of the articles when called for -

23. It would appear that the Dy Comm^r is about to issue an order for sale of the immovables; if this were done, all power to finalise will be completely gone with Pet^rs.

24. Under these circumstances Petitioners pray that it may please Govern^t

(a) to issue orders to the Dy Comm^r of Bangalore to stay further proceedings pending final orders by Govern^t. Now that attachment has been made, it may remain as Pet^rs undertake not to in any way to interfere or dispose of the same -

(b) to graciously direct the Cancellation of the Contract & the making of some ar

- arrangement for the resale
de of the body for the remaining
term -

Had petitioners prayer been
Complied with in October all
their additional burdens would
not have been cast - After
what has been done, Petitioners
have been so thoroughly
Crushed, that they have
lost all heart: they can
expect to find no help
from any body in their
present state of distress.

(c) That the deposit of Rs 1500/ they have lodged, may be accepted in payment of the August instalment and the rest of the arrears from

September may be granted
Petrs & their families
be saved from utter desti
tution.

25. There are some sums
due to Petitioners by people
in the Mutinied, which
Petitioners did every thing
in their power to realize.
but found it impos-
sible. Petitioners will
have to file suits, obtain
decrees and Executions. All
this would mean time
and expense. Whereas
the prepare put upon
Petitioners here, allows

them done - Govt has
granted large remissions
to various Contractors in
times of distress - No worse
times have ever been
experienced than the
present and mercy
shown to Petitioners
now, will in no wayse
without precedent -

To

The Deputy Commissioner
Bangalore District
Bangalore

Respected Sir,

I the under-signed beg leave to state that :—

I stood as personal security for the Jody contractors B.C. Rudrappadelly and Rangindappa. Owing to havoc of plague I have been living away from Bangalore in a village — for the last 4 or 5 months. Being given to understand that the present Jody contractors' Lisecnce having been cancelled and has been given over to some others for a paltry sum of Rupees 600/— (added these words by the application submitted by government :— vide — by the Deputy Commissioner of Bangalore I made haste to this place today. I was not duly informed of cancellation of Lisecnce of the Jody Contract and of the same being given over to any others.

I fear I shall be held responsible by Government and the former Ferry Contractors for the monthly rental loss of Rs 300/- that will accrue in consequence of the present Resale ~~and thereof~~ for a very small amount, and I shall thereby be brought to much difficulty and shall have to sustain a serious and irreparable loss. I am prepared to take myself the Contract for the former Amount and pay up one month's rental in advance. Out of the daily collections of the Ferry sale, I am prepared to pay up daily Rs 50/- (proportionally to the Monthly Rental of Rs 1500/-) In case my humble prayer be kindly considered by the benign Government and the contract be given me, not only will the Government realize full monthly rental, but will also save me from meeting with serious loss. At least if a Re-Sale is held in due form the Contract shall then be held for a higher Sum and which

which will exonerate me from any
unfair and unjust liabilities.

I most humbly pray the Govern-
-ment either to invest me with
the Business of the present Dock
contracts or cause that a due
and proper re-sale be held. For
which act of kindness I shall in
duty bound, ever,

Pray to remain

Respected Sir,

Your most obedient Servant

(Sd) M. Kumaresa Vasi Puttappah

30/1/29

Bangalore

Translation

No. 273 dt. 30-8-99

From

The Deputy Commissioner, Bangalore District

Bangalore

To,

Venu, Pullappa Setty of Tumkur

Personal Security for

B. C. Rudrappa Setty and B. Rangunda

Setty Contractors of Bangalore City.

Endorsement

In reference to your petition dated January 1899 stating that on the present re-sale of Toddy contract, the contract has been given over to others for a very low sum, and that the Contract money given to you for the former contract amount, you are hereby informed that in case you pay up all the arrears of Toddy Contract for the Six months and submit your application the matter shall then be taken into consideration

Sd/-

for Deputy Commissioner

S. R file 2498
dd

Staff as per Orders

4

The Excise Commr
in Mysore

Encl 4 pcs

Despd
No: 4971 / Ex 212 dd 23/1/99
23.

In continuation of this office No: Pet 660 dd 29th Nov 98 transferring for disposal a petition from B.C. Rudrappa and another regarding the loss ~~sustained~~ by them owing to the prevalence of plague in Bangalore, has the honour to forward herewith another petition received from the same parties for report with records, upon the several allegations made therein and to request that the sale of the petitioners' property said to have been attached may be stayed pending the disposal of their present appeal.

H-

alleged to have been sustained

No 1231 dd 19.1.99.

Subject ... 2 Rs Stamps affixed & pasted

S. R. 2-7
el 5

12/99

In connection with the cattle
loss farm, there was a petn
from Rudrappa Setty & another
Hence sent to Ex Comr for
Report from the Ex Branch

There was a telegram from
Rambotha & Co. offering a
higher bid Rs 600.
Put up this telegram
& then send this petn to
Ex Comm. for disposal

3/2/99

Memo no: 626 dt 2-99 forwarding
Enquiry from
the telegram from Rambhotha
Co. is put up

16

-99

Drafted 3.2.99

9 1899

No. 279

Name of Petitioner Vani Puttappa Setty
Security of B. C. Rudrappa Setty
B.C. Nanjundappa Setty &
Fodr Contractors
of Bangalore City

Village Kasaba

Taluk

District Tumkur

Date of Arzi 30. 1. 99

Date of Receipt 30. 1. 99

Date of Disposal

No. of Enclosure Nil

ABSTRACT

States that owing to Plague, serious losses happened to the Fodr Contractors of Bangr City, that he had left Bangalore being afraid of Plague, that he now comes to know, that the Contract has been sold at Rs 600/ per month, that the difference thereby accruing would have to be met hereby the failing Contractors, that if the Concern is given over to their (pet) he would not cause the Govt any loss, that he would manage his affairs without Bangalore

that he would deposit Rs 1500
the advance for one month,
that he would pay from the
daily income the average —
due from them, that if
the Concession is not handed over
to them, the Govt may sell it
in open auction, ~~Govt~~ and
that if no such thing is
done he could not be bound
for any loss that may
happen ~~by the~~ to the Govt.

Pray that Equitable
Orders may be passed

Yrs &c.

2-99

1279

84

(21)

Two Rs stamp affixed only

Presented in person
to Petn Br Ld
30/1/99

Mysore Government
Petition Department
Regd No 1279.R
Date 30-1-99

ਸੁਖਮਨੀ ਸਾਹਿਬ ਦੀ ਪਹਿਲੀ ਪਉੜੀ ਦੀ ਵਿਆਖਿਆ

ਸੁਖਮਨੀ ਸਾਹਿਬ ਦੀ ਪਹਿਲੀ ਪਉੜੀ ਵਿਚ ਗੁਰੂ ਅਰਜਨ ਦੇਵ ਜੀ ਨੇ ਸੁਖਮਨੀ ਦੀ ਮਹਿਮਾ ਦੱਸੀ ਹੈ। ਇਸ ਵਿਚ ਉਹ ਕਹਿੰਦੇ ਹਨ ਕਿ ਹੇ ਪ੍ਰਭੂ! ਤੂੰ ਸਾਰੇ ਸੁਖਾਂ ਦਾ ਦਾਤਾ ਹੈਂ। ਤੂੰ ਹੀ ਸਾਰੇ ਗੁਣਾਂ ਦਾ ਭੰਡਾਰ ਹੈਂ। ਤੂੰ ਹੀ ਸਾਰੇ ਜੀਵਾਂ ਦੀ ਜਿੰਦ-ਜਾਨ ਹੈਂ। ਤੂੰ ਹੀ ਸਾਰੇ ਜੀਵਾਂ ਦੀ ਰੋਜ਼ੀ ਦਾ ਦਾਤਾ ਹੈਂ। ਤੂੰ ਹੀ ਸਾਰੇ ਜੀਵਾਂ ਦੇ ਦੁੱਖ ਦੂਰ ਕਰਨ ਵਾਲਾ ਹੈਂ। ਤੂੰ ਹੀ ਸਾਰੇ ਜੀਵਾਂ ਦੇ ਪਾਪ ਬਖ਼ਸ਼ਣ ਵਾਲਾ ਹੈਂ। ਤੂੰ ਹੀ ਸਾਰੇ ਜੀਵਾਂ ਦੇ ਦਿਲ ਦੀ ਜਾਣਨ ਵਾਲਾ ਹੈਂ। ਤੂੰ ਹੀ ਸਾਰੇ ਜੀਵਾਂ ਦੇ ਦਿਲ ਦੀ ਜਾਣ ਕੇ ਉਹਨਾਂ ਦੀ ਮਦਦ ਕਰਨ ਵਾਲਾ ਹੈਂ। ਤੂੰ ਹੀ ਸਾਰੇ ਜੀਵਾਂ ਦੇ ਦਿਲ ਦੀ ਜਾਣ ਕੇ ਉਹਨਾਂ ਦੀ ਮਦਦ ਕਰਨ ਵਾਲਾ ਹੈਂ। ਤੂੰ ਹੀ ਸਾਰੇ ਜੀਵਾਂ ਦੇ ਦਿਲ ਦੀ ਜਾਣ ਕੇ ਉਹਨਾਂ ਦੀ ਮਦਦ ਕਰਨ ਵਾਲਾ ਹੈਂ।

Pet 626 Encl P Mysore 7 98

MYSORE DEWAN'S OFFICE.

PETITION DEPARTMENT.

S.R. File 2998

89.

OFFICIAL MEMORANDUM.

The accompanying ~~Petition~~ telegram

~~Registered No.~~ dated 28-1-99

received at the Dewan's Office from ~~—~~

M. Rambhatla and Co Bangalore, praying for granting the Toddy contract of the Bangalore City for Rs 7000/- monthly

is forwarded, ~~together with its~~ Encl enclosure, to the ~~Deputy~~ Commissioner of the Mysore District, ~~for disposal.~~

By order,

Secretary.

BANGALORE,

1/2/1899

Indian Telegraph (6

To Bangalore

To (Person)
The Dewan
of Mysore

From Bangalore

(Person) M. Ramchandra
& Co

— " —

City toddy farm settled privately
600 monthly. We offer 700

Bangalore
28 January 1899

To Excise Comr
29. K.S.

Secretary's order :—

Forwarded to the Excise Commr
in Mysore

(Sd) C Sreenivasaraya
Secy
1-2-1899

"Copy"

Ex 232 Ex 232

Subd Secy S.R. file 2798 46

The Ex Comm ✓ does not refer to

the Mic no 4971 of 23/1/99

= Ex 212

(It was in connection with the resale that Rambotha Deva sent a telegram to the Ex Co offering Rs 700 per mensem. The telegram to Ex comm ✓ to-day being sent

31/1/99.

This may be noted. The matter may be looked into by me if an appeal from the defaulters or their sureties be preferred

Excise 3/2/99

H 4/2/99

Subd

Papers to be transferred to petition Branch

From The Excise Commissioner in Mysore

(5)

To

The Secretary to Govt. of Mysore.

Genl and Rev. Depts

Dated 28th January 1899.

Despatched 30th January 1899

Received

General No. 4856

No. 239

Enclosure No.

In reply to

SUBJECT.

States that the Deputy Commissioner, Bangalore District reports in his docket no. A. 109 dated 27th instant, that Rudrappa Chetty and his brother Nanjundappa, the licensees of the Bangalore City toddy shops for the current year 1898-99 having become defaulters, the shops have been resold for the remaining five months of the year for Rs 3000 to Y. Chickbasannah

References (to be entered only in the Dewan's Office.)

Subd for orders.

Rev. 31-1-99

1.2.99.

No. 4856/239.

Excise Commissioner's Office
Bangalore, Dated 28th/30th January 1899

From,

The Excise Commissioner
in Mysore.

To,

The Secretary to Government
General and Revenue Departments.

Sir,

I have the honor to state that the Deputy Commissioner, Bangalore District, reports in his docket No. A.109, dated 27th instant, that Rudrappa Chetty and his brother Nanjundappah, the licensees of the Bangalore city toddy shops, for the current year 1898-99 having become defaulters, the shops have been resold for the remaining five months of the year, for Rs 3000 to Y. Chickbasannah.

2. On account of the arrears of Kists, and loss which has accrued by the resale, the property of Rudrappa Chetty and Nanjundappah has been attached.

I have the honor to be
Sir,
Your most obedient Servant.

S. Venkatanarayanaiya

For Excise Commissioner
in Mysore

Pet 634 V 12 (10) 6-2-99

S.R 2798

8.9

MYSORE DEWAN'S OFFICE.

PETITION DEPARTMENT.

91

OFFICIAL MEMORANDUM.

The accompanying Petition

Registered No. 1279 dated 30-1-99

received at the Dewan's Office from ~~a~~ Tamban Vani Puttappa chetty (Sonof of B. Rudrappa Setty and Nanjundappa Setty Toddy contractors, Bangalore city) residing at Bankal, praying that he may be permitted to work and the contract himself or relieved of all responsibility from loss ~~sustained~~ is forwarded, together ~~with its enclosure~~, to the ~~Deputy~~ Excise Commissioner ~~of the~~ in Mysore District, for disposal.

By order,

BANGALORE, for Secretary.

6/2/1899

3.2.99

There was a telegram from these petrs
(Sd) VRJ 6/2/99

Note The petrs: reports to dy 29 Jan 99 has since been recd

MK
8/2/99.

S.R. file 2998

4574

9

1899 14

No. 1322.

Name of Petitioner Rambhatta & Co.

Village Guaranteed Broker Mysore Mills

Taluk Bangalore City.

District

Date of Arzi 4-2-99.

Date of Receipt 6-2-99.

Date of Disposal

No. of Enclosure 1 (The petition to the D.C. & the endorsement there on.)

ABSTRACT

State that they had ap: against the or endorsem of the Dy: Commr, abovt private sale of the 7 farms of the Bang at & the 5 shops adjoinin the 30th Jany: 1899; a as the Dy: Commrs enq: could not be had when the appeal petition was per they have submitted same in original to grp.

8-2-99

1322

Bangalore

The 4th February 1899

MYSORE DEWAN'S OFFICE,
PETITION DEPARTMENT
REG'D. No 13228
DATE 6-2-99

The Chief Secretary
to the Government of Mysore
Bangalore

Sir

We beg to State that we had put in an appeal against the endorsement of the Deputy Commissioner concerning the private sale of the Toddy farm of the Bangalore city & the 5 five Shops adjoining it on the 30th ultimo to your honor.

The Deputy Commissioners endorsement not being available to be enclosed in the application when it was presented, We beg to submit the same in original for your kind perusal and orders.

We beg to remain
Sir
your most obedient Servants
W Ramakrishna & Co
Guaranteed Brokers Mysore Hills
city Bangalore

S.R. 2796

Subd

C/ Eight annas stamp affixed - Stamp insufficient

2/ The Depositions complained of (Annexed with Petn 327 Enclosure) is dy 28.1.99 in time

MM
8/2/99

The telegram addressed by the petrs to the Dewan was forwarded to the Ex Comr This may also be forwarded similarly under the Regd for want of sufficiency of stamp Shd be seen

Sh 9/2/99

S.R. 8 1899

No. 1329

Name of Petitioner Rambabu and Co. Guaranteed brokers to the Mysore Mills

Village

Taluk } Bangalore

District

Date of Arzi 29-1-99

Date of Receipt 8-2-99

Date of Disposal

No. of Enclosure nil

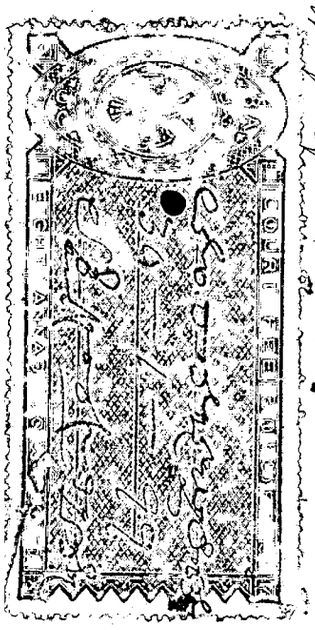
ABSTRACT

Appeal against the rect of the Dy Comr Bangalore declining to grant to petrs the Bangalore city toddy contract for Rs 7001- per mensem on the ground that the application was presented too late

Petrs submit that the contract was first given away for 5001- per mensem by the Dy Comr and that subsequently the grant was cancelled and given to another for Rs 6001- on the 29th January 99 that the petrs application dated the 28th offering Rs 7001- was not considered

Pray
~~Pratt~~ that the contract ~~may be~~ for the boat may be cancelled and a resale ordered as the pilots are prepared to bid and right at the resale.

JE
8.2.99



Gift Grant Stamp

Bangalore 13

The 29th January 18

MYSORE WOMAN'S DEPOSITORY
PETITION DEPARTMENT
REG'D. N. 1329 R
DATE 31-1-99 R.

To

The Chief Secretary R.
to the Government of Mysore
Bangalore

Sir.

We beg to state that we were recently given to understand that the contract of the toddy farms of the Bangalore City & its four Sessions duties, was privately given away by the Deputy Commissioner of Bangalore, a low sum of Rupees Six hundred & per mensem. Had the farms been rented publicly, we would have offered a higher amount. We beg to state that even now we are ready to offer Rupees Seven-hundred-700/- per mensem.

The first applicant offered a monthly rental of Rs 500/- and the D/C Commissioner was pleased to confer the contract on the person. Subsequently another competitor came forward & offered Rupees Six hundred 600/- & then the Deputy Commissioner was pleased to cancel the contract of the first and confer it on the second.

We put in our application on the 28th Inst. offering a monthly rental of Rs 700/- Seven hundred, but the Deputy Comm. was pleased to endorse on our application stating that our application was presented too late to consider on the ma

We beg to lay the matter before you
for your kind consideration & disposal
the difference of one day between the
dates of the application does not
seem to be too late as can be explained

In conclusion we beg that you
will kindly order for the transfer of the
said Yarns by public auction.

For which act of kindness we
shall feel highly thankful.

We beg to remain
Sir
your most obedient Servants
M. Ram Chottu & Co.
Guaranteed brokers to the
Mysore Mills &c
Bangalore

Bangalore
The 28th January 1899

No: 1333
No: 254

To.

The Deputy Commissioner
Bangalore District

Sir

We beg to put in our tender for the Vend of toddy in the toddy shops in the city & the adjoining villages of Bangalore named in the notification

On the failure of the contract of B. Rudrappa chetty, we hear that the contract of selling toddy in the shops was given on a private arrangement for a nominal sum of monthly rental Rs 209 - Six hundred.

If the shops had been previously for the issue of notices or publishement by tom tom, we would have had a chance of coming forward & take up the shops. As it is not so we beg to offer a monthly rental of Rupees Seven hundred (700/-) excluding the local cess, if the shops are given us for the unexpired 3 months by amicable arrangement, if not, we beg that a resale publication may be made to enable us to bid outright for the shops. For which act of kindness we shall be ever grateful.

We beg to remain
Sir
your most obedient servant
M Ramchoglu & Co
Guaranteed Brokers to the
Mysore Mills Ltd

No 254 Endorsement

The petitioners are informed that it is too late to consider their petition as the contract has already been given away to others.

Dated 28/1/99.

Dy Commissioner
Bangalore Distt

S.R. 2798
8699

Let me have any report from the Excise Commissioner on this subject

(Sd) K.S.
8.2.99

Up. reports above

(Sd) C.S. 9.2.99

(General Serial No. 32.)

189 J.

13

8/99

No. 1348
Sr. 23

Name of Petitioner. B.C. Ranappa Chetty and Nanjundappa Chetty by Mr. William Hayes advocate.

Village.

Taluk. Bangalore

District.

Date of Arzi. 7-2-99

Date of Receipt. 9-2-99

Date of Disposal.

No. of Enclosures. Eight.

ABSTRACT.

Praying that the arrears of the Liddy contract of the Bangalore city taken up by the Petrs may be remitted and that a de novo sale of the contract for the remaining five years may be held or that the Petrs Pullappa Chetty may be allowed to work out the contract for the remaining five months at the rate first tendered namely Rs 1567 per mensem

DS
9.2.99

(22) 1348

No. 10

WILLIAM HAYES
BARRISTER AT LAW

Chambers. Residency Road.
Bangalore. 7th February 1899.

MYSORE DEWAN'S OFFICE.
PETITION DEPARTMENT.
REG'D. No. 1348
DATE 9-2-1899
Peyer R. C. S. C.

To
His Excellency
Sir K. Sheshadri Iyer K.C.S.I.
Dewan to H. H. the Maharajah of Mysore
Bangalore.

May It Please Your Excellency

I beg leave to submit herewith (and as directed by Your Excellency at the interview of yesterday) a précis of the case upon which you were pleased to see me yesterday.

I beg to remain,
Your Excellency's Most Obedt. Servant,
Wm Hayes

Yes
Let me have
my reports &
Precis. Can a Dy Col.
on this subject
8.2.99

Put with refs
& come up
9-2-99

WILLIAM HAYES
BARRISTER AT LAW

(22)

101

A Brief Statement of the case of B. C. Rudrappa Chetty and B. C. Nunjundappa Chetty, Toddy Contractors for the City of Bangalore

Re The Toddy Contract for 1898-99.

I.— The Sale of Toddy shops for the year 1898-99 was advertized in the Mysore Gazette under Notification No. 10353 - Ex. 424, dated, Bangalore 27th April 1898.

II.— Tenders were accordingly invited in terms of the said Notification.

III.— B. C. Rudrappa Chetty tendered for the said Contract and offered to pay the Sum of ~~Rs~~ 1500/- per mensem for the same. His tender was duly accepted, and after depositing ~~Rs~~ 1500/- as required and giving one Trimkur Vam Pottappa Chetty as security the said Contract was taken in hand.

IV.— Meanwhile the Plague broke out during the early part of August

WILLIAM HAYES
BARRISTER AT LAW

August 1898, and B. C. Rudrappa Chetty found it a very difficult - if not impossible - matter indeed to carry out the terms of his Contract, owing to the following circumstances, namely: —

(1) - The absconding of the Ediga's; —

(2) - The absconding of the Cartmen employed to convey the toddy to Bangalore; and, —

(3) - The evacuation of the City of Bangalore by the toddy - consuming portion of the population. —

- B. C. Rudrappa Chetty and his brother were, on the 12th October 1898, prosecuted under the Abkari Rules, and were respectively fined Rs 10/- each.

VI — With the greatest difficulty toddy was however all along and is even up to date procured from Hengeri and supplied to two shops in the City, the quantity being about 72 (seventy-two) seers per diem. —

VII — By reason and in consequence of the circumstances above difficulties attending the — due —

WILLIAM HAYES
BARRISTER AT LAW

due performance of the Contract," on the 12th October 1898 a Petition (in Canarese) was submitted to the Deputy Commissioner of Bangalore. (Vide Translation of this Petition hereunto annexed and marked with the letter A)

VIII — To the above Petition a reply (in Canarese) was, on the 24th January 1899 received from the Deputy Commissioner of Bangalore. (Vide translation of this Endorsement hereunto annexed and marked with the letter B)

IX — Meanwhile on the 25th January 1899 the Commandant. Notification No. 270 was received, whereby the Contract was cancelled (Vide translation of this Endorsement hereunto annexed, and marked with the letter C)

X — On the said 12th October 1898 a Petition, based on the same lines as that addressed to the Deputy Commissioner as aforesaid, was submitted to the Government, and a copy thereof sent to the Excise Commissioner (Vide translation of this Petition-

Petition hereunto annexed, and marked with the letter D)—

XI — On the 3rd December 1898 an Endorsement to the aforementioned Petition (D) was received from the Excise Commissioner (Vide translation of this Endorsement hereunto annexed and marked with the letter E).

XII — On the 18th January 1899 a Petition was submitted to the Government (Vide translation of this Petition hereunto annexed and marked with the letter F)

XIII — It is believed that one Ramkrishniappah and one Srinidappah had, on or about the 25th January 1899 applied for the said Contract, offering to pay Rs 500/- per mensem. This offer, it is believed, was verbally accepted.

XIV — It is also believed that one Chick Basappah had, on or about the 26th January 1899, applied for the said Contract, offering

offering to pay Rs 600/- per mensem. This offer was, it is believed, accepted, a deposit received, and the Contract granted to him.

XV — It is also believed that a Firm, named Messrs. Ramakhutter & Co., had applied for the said Contract, offering to pay Rs 700/- per mensem. This offer was, it is said, rejected.

XVI — Meanwhile Tumkur Vani Puttappa Chetty (the Surety hereinbefore referred to) had, on the 30th January 1899 applied for the said Contract for the remaining five months, offering to pay Rs 1500/- per mensem, and also praying that the said Contract might, if deemed necessary, be brought to re-sale (Vide translation of this Petition hereto annexed and marked with the letter G). An Endorsement, dated 30th January 1899, was received in reply to this Petition (Vide translation of this Endorsement hereunto annexed and marked with the letter H).

XVII —

WILLIAM HAYES
BARRISTER AT LAW

II — What B. C. Ambappa Chetty and his brother B. C. Nanjundappa Chetty are most humbly and respectfully submit is as follows: —

— (1) - a remission of the whole amount of the arrears due by them, owing to the visitation of the Plague and its due consequences and further, —

(2) - either to direct a re-sale of the said contract for the remaining five months; —

(3) - or to grant the said Contract for the said five months to Srinivasa Vasu Pattappa Chetty (the said above-referred to) for Rs 1500/- per mensem. —

XVIII — B. C. Ambappah Chetty and B. C. Nanjundappa Chetty are not only old Contractors, but are also the grandsons of the late Pelle Mudlappa Chetty, who during his lifetime, was for a number of years, the Jobbing and Brick Contractor for the Bangalore — Mysore —

WILLIAM HAYES
BARRISTER AT LAW

7.

Mysore, Nagar, Kolar and Tumkur Districts.

XIX — It is most humbly and respectfully solicited that the foregoing circumstances may be duly considered, and such orders be passed in the premises as may be deemed fit, just and proper.

William Hayes

Bangalore:
7th February 1899.

A Brief Statement of the case of B. C. Ruthappa Chetty and B. C. Nanjundappa Chetty, Jobbing Contractors for the City of Bangalore in re the Jobbing Contract for 1898-99.

WILLIAM HAYES
BARRISTER AT LAW
Chambers Residency Road
Bangalore.

No. 11.

WILLIAM HAYES
BARRISTER AT LAW

(15)

Chambers. Residency Road.
Bangalore 7th February 1899.

C. Srikanteswara Iyer Esq. B.A., B.L.
Secretary to
H. E. Sir K. Seshadri Iyer Esq. K.C.S.I.
Dewan of Mysore
Bangalore

Sir,

As directed by H. E. Sir K. Seshadri Iyer K.C.S.I. at the interview of yesterday, I beg to forward herewith certain papers in connection with the subject-matter I had discussed with His Excellency.

I am, Sir,
Your most Obed't Servant,
William Hayes

S.R file 2-98

8 19

16 109

2

Francisco Pleas
C
13/2/99

The Executive
Dr Mysore

Ltr No 4856 dated
28th 30th January 99
requesting the release of
the body Krishna V. the
Bangalore City for
two or a month and
the extraordinary of the
Nuclear of defaulters
Kudumbashree Unit of
Nanjangud area for
the disease Ltr on
Rem

No 5566 dt 13/2/99
Rs 230

Have reference to
the above Rem the honour
to invite attention
(1) to this office Lr No
4971 dated the 23rd January
Rs 212
1999 forwarding Post
report with records, Note
-tion No 1231 dated the
19th Dec received from

Rambhatlu and
Nanjundaiah Chetty
and (2) 1 Copy Memorandum
No. Pet. dated the 14
626
Ducat forwarding
a telegram received
from M. Rambhatlu
and Co -

2. Another petition (with its enclosures)
has been received
from Messrs Rudrabhatlu & Nanjundaiah
Chetty, another telegram
from M. Rambhatlu &
Co are herewith for-
-warded.

3. The Circle Inspr is
requested to be good
as to obtain from the
Dy Comr a very early
report on the allega
-tions made by the
petitioners Respecting
and submit the same
for the orders of Govt
together with my opinion
-ion as to whether
the sale was a Voluntary
-tion conducted
otherwise than by public
auction and without due
notice to the public
and if so why such

a procedure was adopted
The amounts ~~about~~ claimed
against Rudrappa Chetty and
Nanjundappa Chetty ~~were~~
~~Heard~~ heard when the default
first took place, the
reason why immediate
action was not taken
the reasonableness or other
- wise of the defaulters
explanation for not
keeping the shop open
& fully explained should
also be reported - Hence
~~requisition should be~~
~~created as urgent~~ "
it is noted that
the report called for was
be kindly sent as quickly as
possible -

C.

13/2/99

Ex. 253.

EXCISE DEPARTMENT
5298
Feb 28 99
1899
Ex 2
DEWAN'S OFFICE

S.R. file 2998
of 13

From The Excise Commissioner
in Mysore.

To

The Secretary to Govt. of Mysore.
General and Revenue Dept. S

Dated 22nd February 1899.
Despatched 27th February 1899
Received

General No. 5581
No. 260
Enclosure No. 6 & 4 files.

In reply to Secretary's No 5561 dated 13 instant Ex 230

SUBJECT.

Reports on the petitions of Rudrappa Chetty and Nanjundappa, Late toddy lessees of the Bangalore City shops for the year 1898-99, applying for Remission &c.

Rd 5-45 P.M
28/2/98-

References (to be entered only in the Dewan's Office.)

Ex use
Put with refs
at once

Rd
20.2.99.

Submitted to Secretary
28-2-1899

No. 5581 / 260 Encs. 614 filed

Excise Commissioners Office
Bangalore, dated 22nd February 1899

From,

The Excise Commissioner
in Mysore

To,

The Secretary to the
Government of Mysore,
General and Revenue Departments.

Sir,

In reply to your docket No. 5561 / Ex 230, dated the 13th instant, I have the honor to submit herewith copy of the marginal Correspondence from the Deputy Commissioner, Bangalore District, and to state that I concure in the Deputy Commissioner's opinion that Rudrappa Chetty and his brother Nanjundappa are themselves to blame for the loss if any, which has accrued to themselves and Government from their failure to work their Contract, in consequence of their utter inability for

1. Docket No. A 123, dated 14/15th February 1899 together with its original enclosures.
2. Letter No. A 118, dated 31st January / 6th February 1899, together with its original enclosures.
3. Letter No. A 230, dated 12/14th February 1899 with copy of memorandum therewith received and its original enclosures.
4. Letter No. A 127 dated 17/18th February 1899 together with its original enclosures.
5. Docket No. A 128 dated 18/20th February 1899 together with its original enclosures.

for want of funds.

2. From the reports of the Departmental subordinates in special charge of the Range received from time to time, it has been ascertained that their alleged loss is due entirely to their financial incapacity and also bad management. They failed to pay their tapmen and other servants for want of funds for months together, so that they gave up their work, and consequently the petitioners could not bring in toddy in sufficient quantities to meet the consumption from the very commencement. Vide I - Head Supervisor's report No. 739, dated 8th January 1899, II - Report No. 19, dated 15th September 1898 from the Excise Inspector in charge of Bangalore varanas in the Kunigal taluk, and III - Report No. 277, dated 30th May 1898, from the Inspector in charge of the Bangalore varanas in the Kankanhully taluk, - on the accompanying file C. After a time even that supply dwindled down, as per particulars in the margin. The petitioners allege that cartmen were disinclined to bring toddy into the Bangalore City on account of the Plague. They could have opened their depôt in any of the out-lying

Ghadjas /-

July 1898.	971
August	1310
September	623
October	334
November	115
December	90
January 1899	96

outlying villages and supplied their shops from it. The truth of the matter is that they were heavily involved, and to make matters worse they went on appropriating for their current extravagance, as reported by the Head Supervisor, the daily proceeds from their sales, the payments to be made to their workmen being overlooked much too long. Up to the end of the year 1895-96 they had the late Raibahadur Yellé Mallappa Chetty's son Doottasamy Chetty as their managing Agent, who did the business satisfactorily. Subsequently they dispensed with his services, and they did not afterwards secure a good working partner, and kept themselves more easily engaged. I doubt whether they looked for any advantage from their contract than of merely prolonging their credit. Business so conducted could not pay of course, much less yield any profit. The primary causes are these, and not the prevalence of plague. They magnify the effects of plague on their business. This has been carefully

examined

examined with a view of forming an idea to what extent they may have suffered in their business. Vide appended Statement B.

3. Now in regard to the petitioners' allegations regarding loss by plague and prayer for remission of rent, based thereon, I beg to state that the foregoing statement proves the incorrectness and even falsity of their representations. I may add that as per Condition 11 of their license, no remission or abatement of the rent is on any account whatever claimable by them. But there are doubtless some special cases in which the licensees of both Arrack rent farms and Toddy shops have suffered loss in consequence of certain arrangements made by Government and the inhabitants of villages for the prevention of the spread of plague, such as the stoppage of fairs and Jatras, not allowing arrack and toddy consumers to go from one village to another to drink liquor, &c. Each of such cases has to be specially enquired into to see if it is really deserving of any relief at the hands of Government. As regards the Petitioners' case, result of such enquiry, shows that no relief

is

is called for for the following reasons:-

(1) In ordinary years the usual consumption of toddy in the City for the first six months, is about 15000 ghadas, and in the Civil and Military Station about 9000 ghadas, (or 1,44,000 gallons in the aggregate). In the year in question (1898-99) toddy sale was not at all arranged for in the Civil and Military Station; and I understand that this was because no proper bids were forth-coming under the T.T. scheme.—Whatever the reason may be, the chance was a good one to the City Contractors, for it was possible for them to have drawn most of, if not all, the toddy consumers thereof to their toddy shops in the Bangalore City and its suburbs, in as much as the Civil and Military Station is conveniently surrounded by the following shops belonging to the Petitioners:—

(a) Nagwar
(b) Krishnarajpur
(c) Madwal
(d) Kalasapalyam
(e) Alsur Gate
(f) Yelahanka Gate
(g) Billedar Lines
(h) Yesvanthapur.

with

with this advantage before them, their toddy consumption during the seven months of their lease of the current year, does not go above 3539 gladas or 21,234 gallons, a quantity barely equivalent to the consumption of as many weeks. But and quite disproportionate to the liquor taken up by them.

(Vide statement B)

they attribute it to plague. This needs scrutiny. Plague appeared on 12th August in the city, but it was not till the middle of September that it created any real scare. For the 2½ months of the half year therefore, their plea cannot be admitted. Then again in the Civil and Military Station it was not till the middle of November that similar scare prevailed. Even then the exodus from there was not so great as from the city. Even from the latter local laboring people did not largely scatter away. If the shops named above had been kept open, consumption would scarcely have fallen very much below the average. During the first 2½ months in the city and in the next 2½ months in the aforesaid frontier

shops

shops they had as good a market as any one could wish for.

The only period when plague may be admitted to have injurious-ly influenced their business is from middle of November to end of January — 2½ months. Their loss could thus be estimated to be about Rs 342-11-4 as per Statement B, which shews the details of calculation. Per contra is a Statement C attached showing their profits last year (1897-98). (it does not exist, is quite insignificant.

(2) During the past half year ended 31st December 1898, in the middle of which period plague raged in the Bangalore City, arrack Consumption fell off from 29,146 to 28,542 gallons, or by only 2 per cent, and Country beer consumption increased from 5508 gallons to 7236 gallons or by nearly 32 per cent; and in the Civil and Military Station where also plague raged during the latter part of the above period, arrack consumption increased from 37,243 to 39,918 gallons or by more than 7 per cent, and Country Beer Consumption increased from

245,160 to 253,692 gallons or by nearly 3½ percent. Arrack is a Spirit, but country beer is a fermented liquor like toddy. As there was an increase under Country beer in both the City and Station of Bangalore, there would have been likewise an increase under toddy. Even granting that toddy consumption would have fallen off in the Bangalore City like Arrack consumption, on account of plague, it could not have been more than 2 per cent as in the case of arrack; but any such fall would have been more than counterbalanced by the increased consumption in the aforesaid 8 shops owing to the non-existence of toddy shops in the Civil and Military Station, vide Statement A.

(3) It has been ascertained that as there are no toddy shops in both the Bangalore City and Station, a number of persons who have a craving for toddy, have been resorting to Nagarbhavi and getting toddy shops in the

Bangalore

Bangalore taluk, the former of which is 4½ miles from the Bangalore City and the latter nearly 6 miles from the Civil and Military Station. In the Nagarbhavi shop toddy consumption rose from 565 to 1080 gharas or by 91 per cent, and in the Jottigeré shop from 850 to 1315 gharas, or by nearly 55 per cent, during the above period of 6 months.

Under such circumstances it may be safely concluded that there was sufficient demand for toddy in the Bangalore City and Station and their suburbs, in spite of the plague, and that if the Petitioners had worked their contract satisfactorily, they would have sustained no loss, but made good profit.

4. The Deputy Commissioner himself conducted the sale. Ultimately he seems to have disposed of the matter, under Para 22 of Rule IV in Government Notification No $\frac{1167}{Ex 476}$ dated 14th June 1898. Copy put up. From the records the Deputy Commissioner seems to have resolved to cancel the contract so early as 11th August 1895, and was on the look out for a satisfactory farmer.

farmer. Vide IV Kanarese order No 118, dated 11th August 1898 on file B. I do not believe that the petitioners took any serious view of their situation, and the public also were not impressed that the Contract would so utterly fail as to bring about a second sale or Contract. Meantime there was the uncertainty on account of the plague, so the Contract lingered till January, when there utter collapse and the gradual disappearance of the epidemic induced the District authorities to take active steps, and the people in the business also came forward with proposals. The Deputy Commissioner seems to have at once availed himself of the opportunity for Bangalore farm is always a difficult one to dispose of. Though no formal resale notice was issued, as apparently to avoid delay, yet the fact that the shops would be resold appears to have been duly made known to all the persons who were likely to compete, and who had competed in previous sales. The defaulters' man Krishnapia having also offered Rs 3000 by a telegram to the Deputy Commissioner on the date of resale, shews that the defaulters including

there

their surety Vain Puttappa Chetty,
were all aware of the fact that the
shops would be resold by the Deputy-
Commissioner. The formality of a resale
notice I believe could not have brought
in any more competitors. Having regard
to the people that were likely to compete
there appears to have been sufficient
publicity. In fact I am disposed to
think that it is only the personal
effort of the Deputy Commissioner
that has brought about even this good
result, considering that the resale
is at the tail end of the year, and
a fresh tenderer taking up business
of such a large vend area like that
of Bangalore has to make a large
initial outlay for the carriage of
toddy from Kunigal, Kankanhalli
and Tipture for sale in Bangalore.

5. It is privately reported that
Ramakrishnaiyer and Govindappa
who were present at the resale,
and who would not bid more than
Rs 2500 for the five months, sub-
sequently tried to secure a share
from Y. C. Basanna to whom the
contract was given by the Deputy-

Commissioner

Commissioner for Rs 3000, but as Y.C Basavina refused to comply with their request, they vindictively induced Rambhotlu & Co to send a telegram to Government offering Rs 700 per mensem with a view to ultimately get the Contract transferred to their name, in the event of Rambhotlu & Co succeeding. Their offer is thus one hundred rupees more per mensem, and these seem to be the mouthpieces of Ramakrishnayya and Govindappa.

6. As regards the amount due by petitioners Rudrappa Chetty and Nanjundappa, besides the arrears of Rs 11117-5-8 excluding interest mentioned in para 3 of the Deputy Commissioner's letter No 127, dated 17/18 February 1899, the following items are also due by the defaulters:-

	Rs	as	p
Loss by resale of the shops	4666	10	8
Approximate loss under Inc-tax Bangalore City Shops	3505	3	—
" Suburban Shops	833	0	—
Total	Rs 9004	13	8

7. In para 3 of the Deputy Commissioner's letter No 127, dated 17/18 February 1899, Rs 677-12-4 are shewn as the arrears due by Rudrappa Chetty for the past year, while in the Deputy Commissioner

Yadi

Yade No 455, dated 23rd June 1898, it is stated that Ruddrappa Chetty paid up all the arrears for the past year. The Deputy Commissioner has been requested to explain this discrepancy.

8. Their default to pay has been chronic. It commenced so early as the beginning of the official year 1897-98, vide accompanying Copy of Head Supervisor's report No 1104, dated 19th May 1898. But various efforts were made from time to time to secure payments of Government Revenue. Their final default was in August 1898, when all ways of recovery were blocked up. Final action was then taken. Thus therefore no consideration has been wanting to help them as far as was possible. Equally clear is the fact that no time has ever been lost in either opening the eyes of these Contractors to the necessity of their working up or on the part of Government subordinates to take what final action then seemed plainly called for.

9. I may add that as no

Toddy

X Note The Deputy Commissioner in his docket No A 134, dated 22 Feb 1899, since received, states that as the Government Securities deposited by Rudrapp. Chetty, had to be sold at a discount of 5 per cent, the full amount of the securities was not realized: and hence a balance of Rs 677-12-4 has had to be subsequently shewn against him.

toddy shops were opened in the Civil and Military Station of Bangalore during the current year, all the toddy consumers there of would have resorted to the shops of Ruddrappa Chetty and Nanjundappa, more particularly to the suburban shops which border on the Civil and Military Station, if they had arranged to supply toddy to them, and that therefore there was a good opportunity to make a large profit for themselves and to bring an increased revenue to the Mysore government under tree-tax.

10. It should be stated that on receipt of the Bangalore District Deputy Commissioner's report No. A 264, dated 19th May 1898, that Rudrappa Chetty and his brother Nanjundappa being the highest bidders for the Bangalore City and four suburban shops, as per particulars on the margin, for the current year 1898-99, he has confirmed the sale in their favor, I pointed out to the Deputy Commissioner, that, as Ruderappa Chetty had become a defaulter by not paying up his

	Rs
Bangalore City Shops	13,000
Suburban	5400
Total Rs	18400
12	1538.

his kists regularly in the past year, the same were being re-covered by the attachment of the daily realizations from toddy sales in his shops; that he had not been bringing the requisite quantity of toddy for sale in some of his shops; that if such state of things continued from 1st July 1898, there would be a serious loss of revenue to Government under free-tax; and that if Nanjundappa who had joined Rudrappa Chetty in the Contract for the year 1898-99, was the brother of the latter, it should be ascertained and reported what property Nanjundappa is possessed. Shortly afterwards I received from the Deputy Commissioner a telegram sent to him from Mysore Bayyannah expressing his intention to tender for the above Contract. Thereupon I telegraphed to Bayyannah asking him to come to Bangalore at once. He did so, and gave me a tender offering the following amounts:—

Bangalore,

	Rs
Bangalore City Shops	13000
Suburban do	2000
Total Rs	15000

Buyjanah explained that owing to factious competition at the auction sale, Ruddappa Chetty had reckl-essly bid Rs 5400 for the Suburban shops, but that they were not worth more than Rs 2000. I sent this tender to the Deputy Commissioner for disposal with my Yadi No 3123, dated 24 June 1898 in which I again pointed out to the Deputy Commissioner the fact that the Kists of the past year were being recover-ed from Ruddappa Chetty by attaching the daily collections in his shops, and that he was not supplying toddy to some of his shops and was not carrying on the business of his Contract with due care and attention, and accordingly suggested the propriety of giving the Contract to some other reliable and respect-able person, as it appeared from the Deputy Commissioner's Yadi that Ruddappa Chetty and

Narsimdappa

Naufundappa had failed to produce the security deposit within the pre-scribed time. (Vide Canarese file A) But before this reference reached the Deputy Commissioner, I received his Yadi No 455, dated 23rd June 1898, informing me that as Rudrappa Chetty had paid up all the arrears for the past year, and as only 8 days remained for the Commencement of the official year 1898-99, he permitted Rudrappa Chetty and Naufundappa to make necessary arrangements to go on with their new Contract for the year 1898-99. (Vide Canarese file B) I did not interfere, and so they had a further chance given them of showing an improvement in themselves and in their business. But I have to own disappointment as they failed not only to pay their Kists for the year 1898-99, but also to get supplies of toddy for their shops.

11. A Copy of a memo giving the views of Mr Davy, Deputy Excise Commissioner, in the matter, is also herewith enclosed.

I have the honor to be,

Sir,

Your most obedient Servant.

M Srinivasa

Excise Commissioner

in Mysore

29/A

146
130

From

The Deputy Commissioner
Bangalore district

To

The Excise Commissioner
in Mysore.

Dated 14th
Despatched 15th February 1899.
No. A. 123. Enc. 1.

His official memorandum No.
5078/110, dated the 7th February 1899

"

With reference to the above, has the honor to state that the petitioner Tumkur Vani Puttappachetty, who stood as surety for Messrs B. Rudrappachetty and Nanjundappa Chetty, Toddy Contractors, Bangalore city, has been informed by a notice through the Deputy Commissioner, Tumkur district, on 16th January 1899, that the outstanding balance against the contractors should be paid within 15 days, and that coercive measures will be adopted on his failure to do so.

2. Further, the said surety presented a petition to the undersigned and the action taken on it was

was reported in this office No 118, dated 6th February 1899.

3. The enclosure is herewith returned.

(Signed) M. Annaji Rao
For Dy Commissioner

Bangalore district
Deputy Commissioner office
Bangalore 31st January / 6th Februar 1899.

No A 118
Enc: 2

To

The Excise Commissioner
in Mysore

Sir,

With reference to your docket No 4760/99, dated 27th January 1899, I have the honor to inform you that a notice was issued on the 26th January 1899 to Messrs B. C. Rudraya chetty and Nanjundappachetty informing them that their license has been cancelled, as, the license rules.

2. Messrs Rambhatla and Co presented their application on the 28th January 1899, offering Rs 700/- per month, for the Toddy shops of the Bangalore city and those in the Suburbs, and they have been informed that the matter had

had already been settled.

3. Vane' Puttappa chetty surety of Messrs B.C. Rudrappa chetty and Nanjundappa, presented an application yesterday for the same shops and he has been informed that his case will be considered after he pays up the arrears due by Rudrappachetty and Nanjundappa. A copy of his petition together with the endorsement given from this office is enclosed for perusal.

I have &c
(Sd) C.S Balasundram Jr
for Dy Commissioner
Bangalore District

Deputy Commissioners office
Bangalore District
Dated Camp Koppa 12/14 the 14th Feby 1894

No. A. 230
Enc: 6

To

The Excise Commissioner
in Mysore

Sir,

With reference to your official memorandum No. 4664/93, dated the 23rd ultimo I have the honor to append a memo. containing replies to the several allegations made by messrs Rudrappa chetty and Nanjundappa in their petition to Government.

2. Orders have been issued to stay the sale of their property pending the disposal of their present appeal to Government, and the Amildar of the Bangalore taluk has been ordered to take sufficient security for the production of the attached properties.

3. The enclosures are herewith returned.

I have &c.

(Sd) K.P. Puttanna Chetty

Deputy Commissioner

Bangalore District.

130

Points mentioned in Mr. Hayes' petition on behalf of Rudrappachetty and Ranjundappa.

Deputy Commissioner's replies.

I Loss of Rs 20,000/- in 1897 on account of famine and excessive rains.

I The quantity of toddy issued in 1897-98 to the Bangalore city and suburban shops and those at the Civil and Military station was 49,000 gadias. Calculating at the rate of Rs 1-8-0 per gada, the amount realized would be Rs 73,500/-. Deducting Rs 48,600/- on account of the year's rental and about Rs 12,000/- towards the cost of establishment, the contractors must have had a clear profit of Rs 10,000/-

× Note Toddy was sold at 1 1/4 annas per seer in 1897-98, & therefore the rate per gada comes Rs. 1-14-0 & not Rs. 1-8-0.

II Though during that period of their contract, they had to pay a monthly revenue of Rs 4,500/- to Government, they paid the whole without a hitch

II Monthly Khists were never paid regularly. They were recovered by attachment of the daily sales. The Khist for July 1898 was recovered by attachment of the daily sales of two retail shops. Monthly Khist should be Rs 4,530/- and not Rs 4,500/- as stated.

Dy. Commissioner's

III The introduction of tree-tax system could not possibly have affected the Consumption of toddy in shops. The Khist for 1898 was recovered by attachment of toddy sales. The Contractor at first failed to deposit the amount due for 3 months for want of means, and after great deal of trouble one of his sureties executed a mutcha-lika for the deposit amount. This was about the month of July 1898.

IV only one third of the tree-tax was paid by them in advance and the balance due for trees tapped in Tiptur and Kunigal taluks was not paid within the prescribed period and the same remains unpaid till now.

Petitioners' allegations

III Having deposited Rs 1500/- with Government and given personal security for Rs 4500/- they entered on their contract in July 1898, but owing to the introduction of tree-tax system, though the sales in that month were not below the average yet they paid that months' instalment as well.

IV That they had applied for and secured the tapping of 1758 trees.

Petitioners' allegations

Dy. Com.rs reply

V To the petitioners' great misfortune plague broke out in the city of Bangalore early in August 1898, the consequence being the exodus of drinking population, the labouring classes and the petitioners' assistants.

V The population began to leave the city late in September last, as the contractors were prevented from bringing toddy not on account of plague but for want of means. The Sales of arrack in the city were scarcely affected and the Consumption in Cantonment was larger than before. (Vide Head Supervisor's report No 739, dated 8th January 1899)

VI Owing to the introduction of Plague Regulations it became impossible to induce cartmen to come into the town bringing toddy and even if it had been brought there were no drinkers. So toddy was not brought and no sales effected.

VI This seems to be a lame excuse as the arrack contractors who were in the same predicament managed to get arrack from the Distillery to their several depots.

VII That about the middle of September last, the Excise department instituted criminal proceedings against the petitioners under the Excise Act for having committed

VII This was done as per prescribed rules. The contractors failed to pay the amount due by them though they were given ample time, viz, four months from 10th September 1898 to 4th January 1899

breach of Abk y Rules by not
keeping the sh is open and paying
the rent for Au ust 1898 and that
the petitioners ere fined Rs 10/-
each on the th January 1899.

Re Petitioners' allegations.

VIII Their peti ion to Government,
Excise Comm sioner and Deputy
Commissioner of their contr :t and a remission
of the arrear due by them.

IX That the eputy Commissioner
has not dis, osed of their petition
and that al their moveable proper-
ties have b n attached by the
Excise Head Supervisor.

Dy. Comm'r's replies

III The Contractors had to abide by
e License Rules and they were
ccordingly informed of the same
this office endorsement No.
266, dated 23rd January 1899.

X As per orders from this office
n consonance with the rules, the
ontractors were given notices to
ay up the arrears on 17th December
last and as they failed to do so,
their properties were attached
on 11th January 1899. In Spite
of these Coercive measures, the
amount due by them remains
still unpaid.

(Sd) K. P. Puttanna Chetty
Deputy Commissioner
Bangalore District

138
1284

Bangalore District
Deputy Commissioner's office
Bangalore 17th February 1899

No. A 127
En 3 & 2 Pcls

To

The Excise Commissioner
in Mysore

Sir,

With reference to your docket No. 5789/114, dated the 14th instant, enclosing a copy of the docket from the Secretary to the Government of Mysore to the Excise Commissioner, with the petitions of Messrs Rudrappachetty and Nanjundappa, and a telegram from Rambhattu & Co., I have the honor to State as follows: —

1. Points noted in para 1 and the 1st portion of the 3rd para have already been fully answered in the memo appended to this office No 230, dated the 12th February 1899.

2. When the Contractors first made the default on the 20th July 1898, and failed to supply toddy to the shops, and when their whereabouts were not known after plague broke out in Bangalore, every possible

possible endeavour was made to reset the shops, but in vain on account of the prevalence of the above epidemic and also for want of men to take up the contract. I then suggested the working of the toddy shops by amani and, as the suggestion was not approved of, vide your letter No. 4579, dated the 19th January 1899, the persons named by you were sent for. The Excise Head Supervisor was directed to produce all the likely bidders, and he, after personally calling on them was, with great difficulty, able to produce only the 4 marginally noted persons, who were present last year during the auction sales. In their presence, the highest offer of Mr Chika Basumah was accepted and the matter of resale reported to you in this office No. 120, dated the 8th instant. As the period of Contract was only for 5 mos

*/ 1. Ramakrishnappa
2. Govinda Rao
3. Shivanachar
4. Chika Basumah

months, and as the working of it entailed a heavy outlay at the beginning, the above offer had to be accepted in the best interests of the Government, and in accordance with the todday rules.

3. The outstanding balance against the Contractors is shown in the margin.

Rent for 6 months from August 1898 to January 1899 — Rs. 9200
Tax — 1239-9-4
Arrears of last year — 677-12-4
Interest on the amount due is not included. Total 11,117-5=8

4. After the resale, Rambhatla & Co. presented an application for a higher sum (100 rupees more per month), and as the contract had already been disposed of, he was given an endorsement to that effect. Another applicant by name Vane Sattappachetty, the surety of the late Contractors, offered a higher sum, but his application could not be entertained, as he has not been able even now to pay the arrears due by the Contractors.

5. Under these circumstances, I consider the defaulters' explanation for not keeping the shops open on the score of prevalence of plague, to be far from reasonable. If he had worked the Contract with ordinary care

care and foresight, things would not have become so hopelessly disorganized. He is heavily involved, and he could not raise sufficient money to pay his establishment and to work the shops. He is responsible for the loss caused to Government by the non-supply of toddy to Bangalore and deserves little consideration at the hands of Government.

6. The enclosures are herewith returned.

I have &c.

(Sd) C.S. Balasundaram Jr.
for Dy. Commissioner
Bangalore District

From

The Deputy Commissioner
Bangalore District

To

The Excise Commissioner
in Mysore

Dated 18/20 14th February 1899
No. A. 128. Enc: 1 file.

His docket No. 5-20/115, dated the 15th Instant.

Has the honor to forward herewith, the entire record connected with his yadi No 416, dated 29th July 1898 for reference.

(Sd) C.S. Balasundaram Jr.
for Dy. Commissioner
Bangalore District

"Copies"

Excise Commissioner

A

162-12-16

Statement shewing the net profit which could have been realized by Rudrappa Chetty & Rangimdappa, Toddy Contractors of the Bangalore city & suburban shops, during the seven months of their lease, if they had worked the contract with due care and attention.

Name of Farm	No of Nira which had to be tapped from 7 months ending 31st January 1899.	Consumption	Deduct 2% of consumption on account of Slippage	Balance Consumption	Realization at 2-4-0 per gada, or 1½ annas per seer.	Deduct				Net profits	Add proportionate profit on account of civil & military Station having had no shops 1/3 or 33⅓% of 10,500 gallons for seven months.	Total profits which could have been realized.
						Shop rent	Tree tax	Cost of tapping, cartage etc at 8 annas per gada	Total			
		Gadas	Gadas	Gadas	Rs a p	Rs a p	Rs a p	Rs a p	Rs a p	Rs a p	Rs a p	Rs a p
Bangalore city & 14 Suburban Shops	5833	4,000	280	3720	308 70	10,733 5 4	6197 9 -	7000 - -	23,930 14 4	6939 1 8	2655 4 5	9594 6 13

Bangalore
Dated 22nd February 1899

S. Narasinga Rao

Excise Commissioner
in Mysore.

10

Statement of Current years realizations **B** showing Contractors' loss & payments made by him.

No. of trees applied for by the Contractors during the current year — — — 1750 trees

Yield of the above at 4 gadas per tree — $\frac{1750 \times 4}{1}$ = — 7,000 gadas

Realizations of the above at 1½ as per seer — $\frac{\cancel{7000} \times \cancel{24} \times 3}{8 \times 16_2}$ = Rs 15,750 — —

Deduct the following items to be paid by them —

Tree tax at Rs 1-1-— per tree — Rs 1859-6-—

Cost of tapping, carriage etc at 8 as per gada - Rs 3500 — —

Shop-rent for 7 months at Rs 18,400 per annum } Rs 10,733-5-4

Total Rs 16,092-11-4 — Rs 16092-11-4

If they had paid all what they should have paid their loss would be — 3,42-11-4

But the payments actually made by them are —

⅓ T.T. for the above trees — Rs 619-12-8

Shop-rent for July — — Rs 1533-5-4

Total Rs 2,153-2-—

Balance due by them :—

⅔ T.T. for the above trees for 6 months Rs 1239-9-4

Shop-rent from August to the end of January 1899 } Rs 9200-—

Rs 10,439-9-4

So, as they realized Rs 15750 and have paid only Rs 2153-2-—, they have put to their pocket Rs 13596-14-—, and withheld so much from Government.

Dt 23rd February 1899

D Duncan
Executive Commissioner.

129/143

C

Statement showing the net profit realized by Rudrappa [redacted] in his toddy contract for the year 1897-98.

130

144

Village Toddy Consumption in City, Station and Suburban Shops	No. of trees tapped	Realizations at Rs. 4-8 per pada or 1/4 annas per seer		Deduct. Gross Rental		Cost of tapping etc at 8as per pada		Total		Net Profit		Remarks.
Padas.	Numbers	Rs	as	Rs	as	Rs	as	Rs	as	Rs	as	
48315	13274	90590	10	54,600		24157	8	78757	8	11,833	2	At this rate, he must have made a profit of Rs 986-1-6 per mensem this year also. The middle of September in the City alone. This would show that he has sustained no loss.

Bangalore
Dated 23rd February 1899

D Macnaghten

Excise Commissioner
Bangalore

15)

28/B 145

1898.

From,
The Excise Head Supervisor
Bangalore.

To,
The Excise Commissioner
in Mysore.

Thro'. The Deputy Commissioner
Bangalore District.

Dated 19th. May 1898.

General No. 1104.

Enclosure No. one.

Sir,

With reference to your order No. 1827/1421, dated 18th. May 1898, herewith returned, I beg to report that Mr. Rudrappa Chetty, the toddy Contractor has not been paying up his monthly Khists regularly since the beginning of the current official year and that his monthly Khists are being recovered by the attachment of the

daily sales of toddy in the City
& Station Depôts, that a balance
of Rs 3280/- is now due for March
'98. and Mr Rudrappa Chetty
has been informed by the order
of the Deputy Commissioner,
that he would be fined Rs 20/-
if he does not pay up the out-
-standing by the 21st May current.

* Rs 2158 outstanding on 29th May 1898.

× Since affirmed

Mr Rudrappa Chetty has,
from time to time, failed to bring
in a sufficient quantity of toddy
to meet demands of the shop-keepers:
but latterly brings in toddy very
late in the day, and quantities that
barely meet the City requirements
by half and the Contonment by
one third.

I further beg to report that
I strongly suspect that Mr Rudra-
-ppa Chetty's not paying his rentals
regularly and not carrying on the
Contract satisfactorily is due to
the

the toddy proceeds being utilized
home and other expenses and
his inability to recoup the
same from his private sources
and therefore do not believe
him to be solvent.

I beg to remain
Sir
Your most obedient Servant
(Signed) M. E. Pereira
Head Supervisor.

Com'
Dr Burnett
Exm Commissioner
in Imfor.

107

Deputy Treasurer's
Memorandum

29 C

124
148

As the papers relating to Mr. Rudra Chetty's late contract of the Toddy shops of the Bangalore City, were only shewn to me late yesterday afternoon, I fear my memoranda thereon will of necessity be rather meagre as they are apparently required at once.

In Mr. Hayes' precis of the case page 2 para -

(1) Absconding of Edigars is alleged as one difficulty.

The Edigars connected with this contract reside in Kunigal and Kankanhalli Taluks, the former place has so far been spared a visitation of Plague, so the Edigars had no reason to run away, and the latter place has only very lately been infected, so this could not have affected Mr. Rudrappa Chetty in any way.

Mr

information was that the Edigars entirely refused to work, because they were not paid.

(2) The cartmen also refused to work for the same reason.

(3) When evacuation was most complete, only some 50% of the population left, so it would have paid to keep at any rate some of the shops open, and others might have been temporarily opened in convenient places outside the city as has been done in many cases in other places during the epidemic.

Almost from the commencement of the previous contract great trouble was found in getting the monthly Khist paid, and judging from this there could be but one result to the contract that has just been cancelled. From the beginning Mr. Rudrappa Chetty has never taken any personal interest in the working of the contract.

He

He would not even take the trouble to meet me at Kunigal to settle the question of groves although allowed to name his own day, but sent an agent and during that contract I was frequently told the reason for the bad and irregular supply of toddy was due to the Edigars & cartmen not being paid. He had an opportunity that is not likely to occur again of reaping the benefit of the closing of the Civil and Military station shops, had he only kept his city and suburban shops properly supplied, but from about the middle of September he appears to have made no endeavour to have toddy sent in at all from Kunigal and Tiptur, the fact being that after the 1st of July, he could only get toddy after paying the trie-tax (1/3 on application & 2/8 rds in the next month); consequently the shops

were

re closed. I have no doubt that a handsome profit might have been made from 1st April 1898 to end of September 1898, and with energy & careful management, he could have weathered over October and November and done well to the legitimate end of his term. × 1st July 1898

Notes on the Bangalore District Deputy Commissioner's Mems.

I I do not believe that the high price of grain affected Toddy sales to anything like the extent it did arrack, and as has been before mentioned, the contractor might have increased his sales enormously by bringing in an ample and regular supply especially since the closing of the Civil & Military station shops - 1st April 1898. × 1st July 1898

II Complaints of non payments of Khist were constant from the

the beginning, and the trouble a Head Supervisor and Staff had in obtaining payments have been a matter of notoriety

III The introduction of the tree tax could not possibly affect the consumption, as prices remained as before and as a matter of fact the contractor has never fully paid tree-tax on one tree up to date

IV As stated in III Tree tax has never yet been fully paid on a single tree

V As previously stated he could have weathered the storm of the whole of October & November even if no great profit were made and have made handsome profits from 1st April to end of September 1898 and from December 1898 onwards as far as we can now see.

× 1st July

VI

and a very considerable outlay to be incurred and some delay before the business could be fairly resuscitated. The contractor deserves to make a good thing out of it – and the more he makes the more Government will make in the shape of tree-tax and the more encouraging it will be for the future.

(Sd) W. Vincombe Davy.
Deputy Excise Commissioner
Camp, Doddaballapur
22nd February 1899

"Copy"
M. Purcell
Excise Commissioner in Mysore

107

and a very considerable sum to be incurred and some delay before the business could be fairly resuscitated. The contractor deserves to make a good thing out of it and the more he makes the more Government will make in the shape of tree-tax and the more encouraging it will be for the future.

(Sd) W. Vincombe Davy
Deputy Excise Commissioner

Camp, Doddaballapur
22nd February 1899

Copy"

M. Narasaiah
Excise Commissioner in Mysore.

107

Dft as pr orders.

(25)

Proceedings of the Govt of Mysore

Read:—

S.R 29-98

Petition Registered as 1231 of 19th January 1899 from Messrs B. L. Rudrappa Chetty & Nanjundappa Chetty defaulting Toddy contractors of the Bangalore City for 1898-99, praying that arrangements may be ordered to be made to recall the City Toddy farm and that they may be ~~granted the remission of~~ the arrears due by them upto date of resale may be remitted.

Also correspondence ending with letter No 6581/260 dt 22nd February/99 from the Excise Commissioner in Mysore re. the ~~dft~~ default made by the Toddy Vend farmers and the consequent resale of the farm for the remaining period of 5 months of the current year.

order thereon.

On a careful perusal of the reports

No 6286-7 dt 7/3/99
Ex. 246

Ans 3 files
OP.

ports of the Excise Comm's the
Gov't Comm on the Subject, Govt
are of opinion that petitioners have
no real grievance.

2 The allegation that petitioners'
failure to carry out their con-
tract was due to the Plague,
is not well founded and
cannot be accepted.

3 Their default commenced
long before the outbreak of the
Plague could have had any
possible effect upon Toddy Sales
of the Bangalore City and
Suburbs. The default was due
to mismanagement and they
have no claim of any kind to
any remission of the amounts
payable by them.

As a matter of grace the
Govt will however abstain from
recovering from them the loss
due to Govt by the resale both
under rent and tree tax. But

the

the petitioners must pay at once Rs 11,117-5-8 as per particulars noted in the margin[x] ~~para 3 of the Dy Comr's letter No 127 of 11th February 99~~. If not paid by them, the Dy Comr will proceed to recover the same in due course of law.

The petitioners have no right to complain of the resale not being previously advertised as they are not made responsible for the loss by such resale. The local authorities acted in exercise of the discretion vested in them and the Govt after due consideration of all circumstances see no cause for any interference with the arrangements made by the Dy Comr for the remaining months of the current year.

The vernacular papers received with the Excise Commr's letter are returned.

[x]
Rental for 6 months from August 1898 to January 99. Rs 9200-0-0
Tree tax 1239-9-4
Arrears of last year 677-12-4
Total Rs 11,117-5-8

To
The Excise Commissioner
with the vernacular papers.
" Comptroller, Mysore Govt.

KG 2/3/99

6/3/99
For Secretary

(26)

No 6288 dt 7/3/99
Ex. 247

S.R 2098
gl 15

15th Aug

Endorsement

In reply to their petition registered no 1231 of 19th January 1899, praying that arrangements may be ordered to be made to resell the city toddy farm and that the arrears due from them may be remitted, Rudrappa setty and his brother Ranjundappa setty defaulting toddy Contractors of the Bangalore city for 1898-99, are informed that on a careful perusal of the reports of the Excise Commr and the Dy Commr on the subject Govt have passed orders to the effect

(1) ~~that~~ Petitioners have no real grievance;

(2) that the allegation that their failure to carry out their contract was due to the plague is not well founded and cannot be accepted

(3) that they have no claim of

any

any kind to any remission of the amounts payable by them; that

(4) that as a matter of grace the Government have directed the Dy Commr. to abstain from recovering from them the loss due to Govt by the resale both under rent and tree tax and to proceed to recover in due course of law as 11,117-5-8 if the Petitioners fail to pay the amount at once;

(5) that the Petitioners have no right to complain of the resale not being previously advertised as they are not made responsible for the loss by such resale; and

(6) that the Government after due consideration of all circumstances see no cause for any interference with the arrangements made by the Dy Commr for the remaining months of the current year.

"B O"

6/3/98

For Secretary

No. 6289 8/3/99

Ex. 248

(2)

diff as per cover

Endorsement

G.R. 27981

16

In reply to his petition dt 30th Jan 99, complaining against the resale of the Bangalore City Toddy shops, and praying that the shops might be given to him for the rental which the defaulting Toddy contractors had agreed to pay, Vâni Puttappa Chetty — Surety of B.C. Rudrappa Chetty and B.C. Ranjundappa Chetty (defaulting Toddy contractors of the Bangalore City for 1898-99) — is informed that the disposal of the shops in question having been made by the local authorities in due exercise of the discretion vested in them, the Govt. after due consideration of all circumstances, see no cause for any interference with the arrangements already made by the Deputy Comm

By Order

6/3/99
for Secretary.

KB
5/3/99

6290 8 7/3/99

18x 249

Wyt. Rumph

S. R 24-98

8 C/A

(28)

Endorsement 169 W

In reply to their petitions of 29th January 1899 and 4th February 1899 and Telegrams of 28th Jan 1899 and 11th February 99, complaining against the ~~resettlement~~ sale of the Toddy shops of the Bangalore City Forks 600/- and offering to pay Rs 700/- for the same, M. Rambhotta and Co, guaranteed brokers to the Mysore Mills &c; are informed that the disposal of the shops in question having been made by the local authorities in due exercise of the discretion vested in them, the Govt. after due consideration of all circumstances see no cause for any interference with the arrangement already by the Deputy Commr

By Order

For Secy

KO
6/3/99